

**REQUEST FOR PROPOSAL**  
**FOR**  
**A DEVELOPMENT PARTNER(S) FOR PROCESSING MUNICIPAL**  
**SOLID WASTE UTILIZING ALTERNATIVE TECHNOLOGIES**  
**PREMISED ON RESOURCE RECOVERY FOR**  
**THE CITY OF LOS ANGELES**



**City of Los Angeles**  
**Department of Public Works**  
**Bureau of Sanitation**

Rita L. Robinson, Director  
Enrique C. Zaldivar, Executive Officer

Solid Resources Support Services Division  
Alex E. Helou, Division Manager

Request for Proposal  
for  
A Development Partner(s) for Processing Municipal Solid Waste Utilizing Alternative  
Technologies Premised on Resource Recovery for the City of Los Angeles

**Invitation to PROPOSERS:**

The City of Los Angeles, Bureau of Sanitation is requesting proposals from experienced and qualified companies for “**A Development Partner(s) for Processing Municipal Solid Waste Utilizing Alternative Technologies Premised on Resource Recovery for the City of Los Angeles**”. Proposals must be submitted in accordance with the requirements set forth in this document.

Technical questions regarding this Request for Proposal (RFP) shall be directed IN WRITING ONLY to:

Miguel Zermeno, Project Manager  
Bureau of Sanitation  
Solid Resources Support Services Division  
1149 South Broadway, Suite 800  
Los Angeles, CA 90015

**PROPOSAL DUE DATE**  
**June 7, 2007**  
**(Before 2:00 p.m. Pacific Standard Time)**

**Mandatory Pre-proposal Meeting:**

A Pre-proposal meeting to review the proposal requirements outlined herein will be held for all interested Proposers on

Date: **March 7, 2007**  
Time: **1:00 p.m.**  
Location: **1149 South Broadway Street, Los Angeles, CA 90015, Room SB 30**  
Contact: **Miguel Zermeno, Project Manager                      213-485-3611**

**Failure of a proposer to have a representative attend this meeting will result in the disqualification of the proposer from the RFP selection process.**

Proposers are strongly encouraged to submit all questions, in writing, at least one (1) week prior to the Pre-proposal Meeting so that official written responses can be developed. The City will forward its official response to all written questions to each entity attending the Pre-proposal Meeting. **Note:** Although staff will respond to verbal questions during the Pre-proposal Meeting, only written responses may be relied upon when seeking exceptions to the proposal requirements or instructions. **Please allow sufficient time to check-in with building security when attending the Pre-proposal Meeting and when submitting a proposal.**

### **Proposal Submission Instructions:**

Proposal packages must fully document compliance with all of the proposal requirements, detailed throughout the RFP and be submitted as follows\*:

1. An original of the entire proposal, including all original signatures.
2. Five (5) copies of the entire proposal, each labeled "Copy".
3. An electronic copy (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Adobe Acrobat (pdf) formats.
4. One (1) copy of the Good Faith Effort Documentation package separately bound and clearly labeled as such.

*\*Complete submittal instructions are included in Article 7, of this RFP.*

Proposals shall be submitted in a sealed package and shall be clearly marked "A Development Partner(s) for Processing Municipal Solid Waste Utilizing Alternative Technologies Premised on Resource Recovery for the City of Los Angeles"

The package must also have the name and address of the proposer on the outside and be received at the address noted below by the indicated date and time:

**Mr. Miguel Zermeno, Project Manager  
City of Los Angeles, Bureau of Sanitation  
Solid Resources Support Services Division  
1149 South Broadway Street, 8<sup>th</sup> Floor  
Los Angeles, CA 90015**

**Due Date/Time: June 7, 2007 by 2:00 p.m PST.**

It is solely the responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals *received* after the exact date and time indicated will be deemed non-responsive and be excluded from further consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the proposer's delivery agent, or in the case of commercial delivery, returned by US Mail to proposer's address as noted on the outside of the proposal package. **Please allow sufficient time to check-in with building security when attending the Pre-proposal Meeting and when submitting a proposal.**

The enclosed RFP is also available via the following website at:  
[http://www.lacity.org/SAN/general\\_info/about\\_us/rfps.htm](http://www.lacity.org/SAN/general_info/about_us/rfps.htm)

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## **ARTICLE 1 GENERAL INFORMATION**

### **DEFINITIONS**

For the purposes of this Request for Proposal (RFP) the following words and phrases shall be defined as follows:

ALLIED WASTE INDUSTRIES	Allied Waste Industries, Inc.
BLACK BIN	Post-source separated municipal solid waste collected curbside from residences for disposal at landfill.
BLUE BIN	Co-mingled recyclables collected curbside from residences to be processed by contracted Material Recovery Facilities (MRF).
BOARD	The Board of Public Works of the City of Los Angeles.
BUREAU	The Bureau of Sanitation of the Department of Public Works of the City of Los Angeles.
CITY	The City of Los Angeles. The term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, City of Los Angeles Recycling Wasteshed, other Departments of the City of Los Angeles, or any person employed by the CITY who is authorized to represent the CITY in all matters in the proposed agreement
COMMERCIAL OPERATION	When independent performance test data shows that the CONTRACTOR has met all of the performance criteria and all required permits for operation have been obtained, CITY will declare the FACILITY available to accept and process the MSW of the designated WASTESHEDS.
COMMERCIAL OPERATION DATE	The calendar day that immediately follows the final completion of the PERFORMANCE TESTS that show all performance criteria have been successfully achieved.

COMMISSIONING DATE	The date at which the FACILITY is deemed fully permitted and has passed all required inspections.
CONSTRUCTION CONTRACTOR	The awarded PROPOSER, general contractor and its SUBCONTRACTORS during construction phase of the FACILITY.
CONTRACT EXECUTION DATE	Date the contract is signed and executed by the CITY Clerk.
CONTRACTOR	The selected service provider who will be responsible for all permitting, financing, constructing, operating and maintaining the FACILITY.
DESIGN ENGINEER	The awarded PROPOSER and SUBCONTRACTORS that design the FACILITY.
FACILITY	A Municipal Solid Resources Alternative Treatment Facility.
GREEN BIN	Residential green waste/yard trimmings material that is collected separately from the solid resources refuse content (BLACK BIN) and the recyclables (BLUE BIN). This material is processed at green waste processing facilities for agricultural and other beneficial reuses.
HHW	Household Hazardous Waste.
LADWP	City of Los Angeles Department of Water and Power.
MASTER PROJECT SCHEDULE	The overall critical path schedule that identifies all of the major tasks that are required to be completed during the period from the CONTRACT EXECUTION DATE through the COMMERCIAL OPERATION DATE.
MILESTONE DATES	Dates of critical objectives identified in the MASTER PROJECT SCHEDULE.
O&M	Operation and Maintenance.



OPERATOR	The awarded PROPOSER and SUBCONTRACTORS that will be responsible for the operation and maintenance services to be performed at the FACILITY.
PERFORMANCE TESTS	Tests designed to verify that the FACILITY is able to meet, concurrently and on a continuous basis all aspects of operational and environmental performance criteria.
PROJECT GUARANTOR	The party who is held liable for all financial obligations required for performance of the contract terms.
PROPOSER	A contractor who has submitted a proposal for services sought in this RFP.
RENEW LA	The CITY'S adopted 20-year Solid Resources blueprint for the recovery and beneficial use of materials now being landfilled.
RFP	Request for Proposal.
RFQ	Request for Qualifications.
SERVICE FEE	The all-inclusive fee paid by the CITY to the CONTRACTOR for the processing of MSW delivered by the CITY or its authorized entities to the FACILITY.
SUBCONTRACTOR	Any CONTRACTOR, construction contractor, design engineer, supplier, or vendor who is subcontracted work on this project.
URS	URS Corporation.
WASTESHED	Geographically designated municipal solid waste areas of the City of Los Angeles. The CITY is divided into the following six wastesheds for operational purposes: East Valley, West Valley, North Central, Harbor, Western and South.

## **1.1 OVERVIEW**

### **1.1.1 Request for Proposal**

The City of Los Angeles (CITY) is soliciting competitive proposals from a development partner(s) for Processing Municipal Solid Waste Utilizing Alternative Technologies Premised on Resource Recovery for the City of Los Angeles. The development partner(s) will finance, design, build, own, and operate (with the option to transfer to the CITY after 20 years) the resource recovery facility for processing residential MSW refuse, which is generated in the CITY and collected curbside in black bins (BLACK BINS), at a throughput rate of 200-1,000 short tons/day. The FACILITY should provide diversion from the landfill of no less than 80% of the BLACK BIN material delivered to the FACILITY. In addition, the CITY will consider proposals from emerging/experimental technologies that will process less than 200 tons/day as a potential second facility for testing emerging technologies. The emerging/experimental technology suppliers should meet the requirements in Attachment A of this RFP in order to be considered for the potential testing facility. PROPOSERS of emerging/experimental technologies that do not meet those requirements will not be evaluated further.

The RFP will solicit a turnkey project package that will include all facets of the development, including site acquisition, permitting, environmental review, design, construction, operation and financing. However, the City may choose during contract negotiations to provide parts of the development package, be it the site, financing and/or other parts.

To demonstrate its serious commitment to this process, the City intends to partially reimburse the proposal cost of the top rated qualified proposers. Subsequent to the Bureau completing its detailed evaluation of the submitted proposals, the second, third and fourth rated qualified proposers, as determined by the Bureau, will receive a one-time reimbursement of \$25,000 each. Proposals from emerging/experimental technologies will not qualify for reimbursement. The top-rated proposer will not be reimbursed.

### **1.1.2 Background Information and Summary of Phase I Study of Alternative Solid Waste Processing Technologies**

In 2004, the City of Los Angeles, Bureau of Sanitation (BUREAU) contracted with URS Corporation (URS) to evaluate MSW alternative treatment technologies capable of processing BLACK BIN material to significantly reduce the amount of BLACK BIN material going to landfills. The CITY'S overall objective is to select one or more suppliers to develop a FACILITY using proven and commercialized technology to process the BLACK BIN material and produce usable by-products such as electricity, green fuel, and/or chemicals. The first step of this project was to develop a comprehensive list of potential technologies and

suppliers. Next, URS and the BUREAU screened out technologies and suppliers using specific technical criteria. A Request for Qualifications (RFQ) was prepared and provided to the suppliers that met the screening criteria. URS provided a detailed technical and economic evaluation of the suppliers that responded to the RFQ. This resulted in the development of a short list of alternative treatment technology suppliers. In 2006, URS added several suppliers to the short list, based on additional screening and a supplemental RFQ process.

The CITY will allow technology suppliers who were not evaluated in Phase I and Phase II to submit a response to the RFP.

#### 1.1.3 Technologies Being Requested

The CITY is interested in a FACILITY that utilizes treatment technologies, including but not limited to pyrolysis, gasification, advanced thermal recycling (a second generation advancement of mass burn technologies), biological, chemical, physical and/or a combination thereof. The CITY is interested in treatment technologies that are well-proven at commercial scale, have high landfill diversion rates, and can generate a wide range of useful by-products that can be marketed.

#### 1.1.4 General Basis of Design, Feedstock, Throughput, and Desired By-products

Each of the six “WASTESHEDS” within the CITY produces approximately 200-1000 short tons/day of BLACK BIN waste. The CITY’S objective is a FACILITY that can process the waste from at least one WASTESHED, with a total throughput of not more than 1,000 short tons/day. The throughput of the FACILITY also depends on the commercialization status of the technology proposed by the PROPOSER. The type of by-product(s) generated is dependent on the PROPOSER’S specific technology, although the CITY’S objective is that the FACILITY should produce useful by-products, such as electricity, “green” fuels and/or chemicals. The FACILITY should be designed to maximize the recovery and recycling of materials such as paper fibers, glass, plastic, and metals (ferrous and non-ferrous). Such recovery may be accomplished either through pre-processing prior to the treatment system or recovered from the bottom ash, slag or other residuals.

### 1.2 OBJECTIVES OF THE CITY OF LOS ANGELES

#### 1.2.1 Need for the FACILITY

The CITY presently disposes of approximately 3,600 short tons/day of MSW by landfilling. This MSW is collected curbside, in BLACK BINS from residential customers. The CITY desires to significantly reduce the amount of MSW being

disposed of in landfills and to maximize the recycling and reuse of MSW. The CITY also desires to increase the use of MSW to produce renewable electricity, green fuels, and usable chemicals. The FACILITY should provide diversion from the landfill of no less than 80% of the raw BLACK BIN material delivered to the FACILITY.

#### 1.2.2 CONTRACTOR'S General Responsibilities

The CONTRACTOR will be responsible for acquiring the site for the FACILITY, although the CITY will assist in this effort. The CONTRACTOR will be responsible for providing all of the management, supervision, labor, procurement, materials, consumables, tools, services, and equipment required to gain necessary approvals, designs, permits, financing, construction; in order to start-up, test, operate and maintaining the FACILITY for the term of the contract. The CONTRACTOR will be responsible for providing all services and the payment of all associated fees required for permitting, financing, constructing, operating, and maintaining, as well as all emissions monitoring and reporting as required for the operation of the FACILITY. The CONTRACTOR will be responsible for processing up to 1,000 short tons/day depending on contract terms and conditions of MSW (on a continuous basis) delivered to the FACILITY by the CITY.

The CONTRACTOR will be responsible for marketing all of the recovered materials, as well as marketing all by-products such as electricity, green fuels and chemicals. The CONTRACTOR will be responsible for entering into a power purchase agreement with LADWP, or other entities, for the sale of any electricity generated at the FACILITY. The CONTRACTOR will also be responsible for the disposal, including transportation, delivery to legal recipients, and associated cost of disposal or processing, of any residual materials such as rejects from pre-processing, processing and post-processing systems, including those for handling bottom ash, slag or other residuals.

The contract is subject to renegotiation for renewal at the end of its twenty-year (20-year) term. At the end of the contract term, and if the CITY so desires, the CONTRACTOR will transfer the ownership of the FACILITY to the CITY at a price which will be negotiated in the contract between the CITY and the CONTRACTOR.

#### 1.2.3 CITY'S General Responsibilities

The CITY will be responsible for delivering BLACK BIN material to the FACILITY in sufficient quantities so that the CONTRACTOR is able to operate the FACILITY at a throughput of up to 1,000 short tons/day depending on the terms and conditions of the contract. The CITY will also be responsible for

payment of the SERVICE FEE. The SERVICE FEE should be calculated using the SERVICE FEE formula included in the Summary of Requirements Table in Article 5.4 of this RFP. After approval by the CITY, the SERVICE FEE shall become part of the final contract.

#### 1.2.4 CITY'S Rights and RFP Options/Alternatives

By responding to this RFP, PROPOSERS acknowledge and consent to the following conditions relative to the procurement process and the selection of a CONTRACTOR. Without limitation and in addition to other rights reserved by the CITY, the CITY reserves and holds, at its sole discretion, the following rights and options:

- i. To supplement, amend, or otherwise modify this RFP, prior to the due date for submission of the proposals
- ii. To receive questions concerning this RFP from PROPOSERS and to provide a list of such questions, and the CITY'S responses, to all PROPOSERS
- iii. To require additional information from one or more PROPOSERS to supplement or clarify the proposals submitted
- iv. To conduct further investigations with respect to the qualifications and experience of each PROPOSER
- v. To visit and examine any of the existing facilities referenced in the PROPOSERS' responses to the original RFQ and in PROPOSERS' proposals, and others owned, operated, and/or built by the PROPOSERS, in order to observe and inspect such facilities and their operations
- vi. To waive any defect or technicality in any proposal received
- vii. To eliminate any PROPOSER that submit a non-conforming, non-responsive, incomplete, inadequate, or conditional proposal
- viii. To reject any or all proposals
- ix. To cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the CITY
- x. To select and enter into a contract with the PROPOSER submitting a proposal that is determined by the CITY, in its sole discretion, to be in the best interest of the CITY, based in whole or in part on the evaluation criteria and scoring methods described in this RFP

- xi. To decide on the most appropriate method for project implementation, which may include discontinuation of this procurement process and development of the FACILITY via another procurement process chosen by the CITY
- xii. To take any action affecting the RFP process, or the project subject to this RFP, that would be in the best interest of the CITY
- xiii. To review the financial capabilities of PROPOSERS

#### 1.2.5 Confidentiality

Proposals made in response to this RFP may contain technical, financial, or other data, of which public disclosures could cause substantial injury to the PROPOSER'S competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (\*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSER'S competitive position. The PROPOSER requests that such data be used only for the evaluation of its proposal, but understand that disclosure will be limited to the extent that the CITY determines is under federal, state, and local law.”

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted above. The PROPOSER must include one additional unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material. In accordance with Public Records Act, this information may upon request, be released to the public.

The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys'

fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines the said materials are exempt under federal, state, and local law.

## **ARTICLE 2 PROJECT INFORMATION**

### **2.1 OVERVIEW OF CITY OF LOS ANGELES, BUREAU OF SANITATION**

The BUREAU falls under the City of Los Angeles Department of Public Works. The BUREAU is divided into multiple divisions, one of them being the Solid Resources Support Services Division (SRSSD). SRSSD is responsible for the preparation and release of this RFP and the implementation of this project.

### **2.2 EXISTING MSW COLLECTION AND DISPOSAL METHODS**

The CITY uses three “bins” to collect solid waste from residences: green waste (GREEN BIN), recyclables (BLUE BIN), and refuse (BLACK BIN). The GREEN and BLUE BIN material is recycled. The BLACK BIN refuse or post-source separated municipal solid waste, which is currently collected and disposed of at landfills, will be processed by this FACILITY. The BUREAU collects approximately 3,600 short tons of residential BLACK BIN MSW per day. Altogether, CITY departments dispose of approximately 4,700 short tons of refuse per day. The total amount of refuse generated within the CITY boundary is about 36,000 short tons per day, of which 60% is diverted from landfills. Recently, the CITY executed a 5-year term contract for the disposal of 3,000 short tons per day of residential refuse at the ALLIED WASTE INDUSTRIES’ Sunshine Canyon landfill. The current contract term ends on June 30, 2011. The remaining 600 short tons per day will be disposed at the El Sobrante landfill, located in Riverside County starting January 2007. The current contracts for refuse disposal at the landfills do not prohibit the CITY from diverting tonnage from the landfill to an alternative technology FACILITY. The Los Angeles City Council has directed the BUREAU to increase recycling and stop disposing of refuse at Sunshine Canyon landfill by July 2011. Therefore, the BUREAU is actively pursuing alternative MSW treatment approaches that will increase landfill diversion in an environmentally sound manner, while emphasizing options that are energy efficient, socially acceptable and economical.

## 2.3 MSW DESIGNATED FOR THIS PROJECT

The specific material designated for treatment in the FACILITY is the CITY'S BLACK BIN post source-separated material. Typical characteristics for a composite BLACK BIN waste stream are shown in Table 2-1, located in Section 2.4 of this RFP. A seasonal and regional variation in the BLACK BIN waste composition is anticipated. The City of Los Angeles Comprehensive 2002 waste characterization study is included as an attachment to this RFP.

## 2.4 REFERENCE DOCUMENTS

PROPOSERS should review and be familiar with the report prepared by URS during Phase I of this project. The final report is available for download at: <http://www.lacity.org/SAN/alternative-technologies.htm>. CONTRACTORS should also review and be familiar with the RENEW LA program and its long-term goals and objectives. Information on the RENEW LA program can be reviewed at: [www.cd12.org](http://www.cd12.org).

**TABLE 2-1**  
**CHARACTERIZATION OF BLACK BIN MSW**

<b>Waste Category</b>	<b>Percent of Waste Category</b>	<b>Percentage of Total</b>
<b>Paper</b>		<b>25.73%</b>
Cardboard	9.87%	2.54%
Paper bags	1.87%	0.48%
Newspaper	11.06%	2.85%
Ledger/Office	3.90%	1.00%
Magazines/Catalogs	11.57%	2.98%
Miscellaneous paper	37.02%	9.52%
Mixed paper (non-recyclable)	24.70%	6.36%
<b>Glass</b>		<b>3.39%</b>
Bottles/jars	99.48%	3.37%
Other glass	0.52%	0.02%
<b>Metal</b>		<b>9.63%</b>
Ferrous containers	5.35%	0.52%
Aluminum beverage cans	1.99%	0.19%
Other aluminum	4.35%	0.42%
Other ferrous	34.54%	3.33%
Other non-ferrous	5.35%	0.52%
Electronics	48.41%	4.66%
<b>Plastic</b>		<b>16.60%</b>



PET/PETE bottles/jars	9.83%	1.63%
HDPE bottles	9.46%	1.57%
Other misc. containers	6.05%	1.00%
Film plastic	59.52%	9.88%
Miscellaneous plastic	15.14%	2.51%
<b>Organic Materials</b>		<b>36.67%</b>
Food waste	24.23%	8.89%
Yard waste	10.59%	3.88%
Branches/woody material	2.62%	0.96%
Other wood	10.66%	3.91%
Textiles	17.35%	6.36%
Manure	0.83%	0.31%
Other organics	33.71%	12.36%
<b>Construction Materials</b>		<b>6.58%</b>
Concrete	9.28%	0.61%
Gypsum board	37.27%	2.45%
Soil, rock, or brick	53.45%	3.52%
<b>Mixed Residue</b>		<b>1.40%</b>
HHW	100%	1.40%
<b>TOTAL</b>		<b>100.00%</b>

Source: City of Los Angeles, July 2004 Sampling Program

## 2.5 CONCURRENT STUDIES

Along with the preparation of this RFP and solicitation of proposals for the FACILITY, the CITY is implementing an initial Site Selection Study to assist the CONTRACTOR in identifying potential sites for the FACILITY. Although the CITY is conducting the site selection process, the CONTRACTOR will be responsible for acquiring the site. In addition, the CITY is conducting a public outreach program to enhance the public awareness of the performance of alternative treatment technologies. Once the site is selected, additional public outreach will ensue. The CONTRACTOR will be required to participate in the public outreach program along with the CITY.

## **ARTICLE 3 SCOPE OF REQUIRED SERVICES FOR CONTRACTORS**

### **3.1 PROCESS TECHNOLOGY**

The CONTRACTOR will be responsible for obtaining and for assuring the full legal use of any and all technologies utilized in the FACILITY. CONTRACTOR will also be responsible for licensing the technologies and for payment of any licensing fees, royalties, and any other associated costs for their use in the FACILITY.

### **3.2 ACQUISITION OF LAND/SITE**

The CONTRACTOR will be responsible for obtaining the land required for construction and operation of the FACILITY. The CONTRACTOR will also be responsible for all permitting for use of the site and for the associated FACILITY, as well as all costs involved with such acquisition and permitting. The CITY will assist the CONTRACTOR in locating a suitable site, through a Site Selection Study.

### **3.3 PRELIMINARY DESIGN**

Although the CONTRACTOR will be responsible for the complete development of the FACILITY, the CITY must be assured that the selected technologies and their use in the FACILITY will be both technically and economically feasible for processing the MSW at the specified throughput, over the term of the contract. The CONTRACTOR will be required to submit its preliminary design information to the CITY for review and comment. Such preliminary design information to be submitted includes the following:

- Design feedstock analysis
- Design throughput of FACILITY and the following individual systems:
  - MSW delivery and handling
  - MSW pre-processing (if included in the FACILITY)
  - Feeding system
  - Conversion technology unit (i.e., pyrolysis or gasification, biological, if applicable)
  - Combustion grate and furnace (for advanced thermal recycling)
  - Boiler(s)
  - Emission control system

- Power generation system
- Post-processing systems and material handling for by-products, emission control system wastes, solid residues, wastewater system (if applicable,) stormwater treatment process, and ash

### **3.4 ENVIRONMENTAL REVIEW AND APPROVAL PROCESS**

The CONTRACTOR will be responsible for obtaining all permits, licenses, and preparation of all environmental documents necessary for the construction and operation of the FACILITY (and for all costs for obtaining such permits and licenses). The CONTRACTOR will be responsible for submitting copies of all air, water, and solid waste permit applications, and environmental documents for compliance with the California Environmental Quality Act (CEQA) to the CITY for review and approval as needed. At its discretion, the CITY may use any of the permit application or final permit data in its public outreach program.

### **3.5 PERMITTING AND REGULATORY APPROVALS NEEDED BY CONTRACTOR**

The CITY will assist the CONTRACTOR in the following processes:

- Obtaining permits, licenses, and approvals required by the CITY
- Obtaining required permits, licenses, and approvals from the County of Los Angeles and the State of California. **All of the processes are subject to the approval agencies and does not relieve the CONTRACTOR from their responsibility to secure their required permits.**

### **3.6 FINAL DESIGN**

The CONTRACTOR shall be responsible for submitting the final design documents for the FACILITY to the CITY for review and approval. Documents include the final versions of those listed above for preliminary design, as well as associated design documents and all permits that have been obtained by the CONTRACTOR.

### **3.7 CONSTRUCTION OF THE FACILITY**

#### **3.7.1 General Construction Requirements**

The CONTRACTOR shall be responsible for complying with all local, state, and federal requirements for construction of the FACILITY. It is also the responsibility of the CONTRACTOR to obtain all licenses and permits required for such construction, and for payment of all fees and associated costs for obtaining such permits and licenses.

The Bureau of Contract Administration, acting on behalf of the Board of Public Works, is responsible for approval of all construction CONTRACTORS and SUBCONTRACTORS, whether bid listed or not, regardless of the dollar amount, employed on the project. All construction CONTRACTORS/SUBCONTRACTORS must be approved prior to beginning work, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original Bid/Proposal.

Requests for approval of all construction CONTRACTORS/SUBCONTRACTORS, or in the event a request for substitution of a construction CONTRACTORS/SUBCONTRACTORS is required during the work, the request shall be made in writing to the Inspector of Public Works at the following address:

John L. Reamer, Jr.  
Inspector of Public Works  
1149 S. Broadway Street, Suite 300  
Los Angeles, CA 90015

Additionally, because the estimated value of the electrical work for this project is in excess of \$100,000, the electrical work will be performed and inspected under the conditions of the Board of Public Works' Enhanced Electrical Safety Policy.

### 3.7.2 Schedule Compliance

The CONTRACTOR will be required to comply with all MILESTONE DATES shown in the MASTER PROJECT SCHEDULE. Failure to meet any of the MILESTONE DATES may result in penalties as described in the contract.

### 3.7.3 Start-up, Testing, and Commissioning

Following the completion of construction, the CONTRACTOR will be responsible for the start-up, all required testing and commissioning of its FACILITY. Within sixty (60) days of COMMISSIONING DATE of the FACILITY, *but no later than twenty-four months after the start of construction* of the FACILITY, the CONTRACTOR will be required to begin conducting its PERFORMANCE TESTS as specifically defined in the contract and described below. The PERFORMANCE TESTS will be conducted by an independent contractor. Payment to the independent contractor will be shared equally by the CONTRACTOR and the CITY.

3.7.4 Performance Standards, PERFORMANCE TESTS, and Guarantees (Exhibits H, I, and G)

The CONTRACTOR will be required to provide a guarantee on the cost of construction of the FACILITY. Any changes or escalation to this guaranteed cost value will be addressed in the contract between the CITY and the CONTRACTOR.

The FACILITY will be required to perform PERFORMANCE TESTS that will show that it is able to meet, concurrently and on a continuous basis for a period that will be specified in the contract, the following performance standards:

- Complete processing of 200-1,000 short tons/day (throughput depends on technology and design proposed by the CONTRACTOR) of the CITY'S BLACK BIN MSW through the FACILITY and conversion and recovery of the specified products and by-products
- Recovery of the guaranteed amount of recyclables from the pre-processing system (if included) and the bottom ash or slag (if produced), or other residuals
- Generation of the guaranteed amount of green fuels, chemicals, and/or electricity (gross and net) and/or steam revenue (gross or net)
- Achievement of a landfill diversion rate of at least 80%

Details of the conducts of the PERFORMANCE TESTS will be specified in the contract. These details will include:

- Time period for completion of the PERFORMANCE TESTS (generally 6-9 months)
- Establishment of Minimum PERFORMANCE TEST standards (include 100% of the environmental standards and about 80% throughput).
- Damages for failure to meet the full PERFORMANCE TEST standards (performance damages) for throughput, e.g., electrical and/or steam generated, residue quality and quantity (if applicable to the technology), quality and quantity of recovered material etc.

At the end of the PERFORMANCE TEST period, the CONTRACTOR or independent contractor will submit its test information to the CITY. If the data shows that the FACILITY has met all of the guarantees, then the CITY will declare the FACILITY to be in COMMERCIAL OPERATION, and the COMMERCIAL OPERATION DATE will be deemed to be retroactive to the

day after final completion of the PERFORMANCE TESTS. The first year of operation of the FACILITY will begin on the COMMERCIAL OPERATION DATE. All payments relating to the SERVICE FEE will be based on the COMMERCIAL OPERATION DATE. Commercial facility must achieve a landfill diversion rate of at least 80% until all by-product contracts are in place.

#### 3.7.5 Availability

The CONTRACTOR will also be required to provide and comply with a guaranteed availability for the entire FACILITY. The penalties for not meeting the availability guarantee will be addressed in the contract.

#### 3.7.6 Throughput

In addition to the guarantees address in the PERFORMANCE TESTS, as noted in Section 3.7.4, the CONTRACTOR is required to provide a guarantee regarding the throughput of the FACILITY in tons/year.

### **3.8 OPERATIONS AND MAINTENANCE**

#### 3.8.1 CONTRACTOR'S Responsibilities

The CONTRACTOR will be responsible for operating and maintaining the FACILITY so that it will be able to process the quantity specified in the contract of the CITY'S BLACK BIN municipal solid waste on a continuous basis (subject to scheduled and unscheduled downtime for maintenance) and comply with all pertinent environmental regulations related to air, wastewater, groundwater, hazardous waste handling and disposal, etc. for the entire contract term.

#### 3.8.2 Acceptance of BLACK BIN Material by CONTRACTOR

The CONTRACTOR will be responsible for accepting BLACK BIN material in the quantity specified in the contract delivered by or on behalf of the CITY. The CONTRACTOR will be responsible for accepting and processing the CITY'S BLACK BIN material with characteristics approximating those presented in Table 2-1, located in Section 2.4. The CITY makes no assurance regarding the consistency of the tonnage levels delivered or the composition of the CITY'S BLACK BIN material.

### **3.9 DISPOSITION OF PRODUCTS, BY-PRODUCTS AND RESIDUALS**

The CONTRACTOR will be responsible for the marketing and sale of all electricity, products and by-products generated by the FACILITY, including, but not limited to (as applicable):

- Electricity
- Green fuels
- Chemicals
- Slag or bottom ash
- Metals (ferrous and non-ferrous) recovered either from a pre-processing system (if included in the FACILITY) or from the bottom ash or slag
- Glass recovered either from a pre-processing system (if included in the FACILITY) or from the bottom ash or slag
- Fiber paper recovered from a pre-processing system (if included in the FACILITY)
- Plastics recovered from a pre-processing system (if included in the FACILITY)
- Gypsum produced in an emission control system
- Sulfuric acid produced in an emission control system
- Compost
- Digestate

Depending on the technology utilized, the FACILITY may generate products or by-products that are not saleable or have no commercial value. The CONTRACTOR will be responsible for all costs related to the transportation and the proper, legal disposal of any and all such residual materials generated in the FACILITY, including, but not limited to:

- Bulky items from a pre-processing system (if included in the FACILITY)
- Unmarketable or unsaleable plastics recovered from a pre-processing system (if included in the FACILITY)
- Unsaleable rejects recovered from a pre-processing system (if included in the FACILITY)
- Unsaleable fiber paper recovered from a pre-processing system (if included in the FACILITY)

- Unsaleable slag, bottom ash and fly ash
- Chemical and metallic salts or brines produced in the emission control system or water or wastewater treatment systems
- Unsaleable emission control system wastes
- Unsaleable compost – Use of compost or digestate as Alternative Daily Cover (ADC) is strictly prohibited within the City of Los Angeles
- Achievement of a landfill diversion rate of at least 80%

The CONTRACTOR is encouraged to utilize a technology that provides segregation of bottom ash and fly ash, in order to maximize the recycling and reuse of bottom ash and increase the overall diversion from landfill.

### **3.10 MARKETING AND SALE OF ELECTRICITY**

The CONTRACTOR will be responsible for the marketing and sale of net power generated by the FACILITY. The CONTRACTOR will be responsible for completing a long-term power purchase agreement with a legally qualified buyer. The CONTRACTOR will be required to first offer the electricity for purchase by the LADWP. If LADWP decides to pursue other renewable energy sources, or in the event that LADWP and the CONTRACTOR are not able to settle the terms on a power purchase agreement, the CITY may allow the CONTRACTOR to enter purchase agreements with other buyers.

### **3.11 ANNUAL REPORTING REQUIREMENTS**

Following each year of operation (initial operation begins on the COMMERCIAL OPERATION DATE) of the FACILITY, the CONTRACTOR will prepare and submit all required environmental monitoring reports for air emissions, discharged wastewater, and others as required by regulatory agencies. In addition, the CONTRACTOR will be required to submit an annual report to the CITY. The annual report will include, at a minimum, the following information:

- Total annual tonnage of MSW delivered by the CITY
- Total annual tonnage of recyclable recovered in pre-processing system (if applicable)
- Total annual tonnage of rejects recovered in pre-processing system (if applicable)



- The annual gross and net electricity (MWh) generated in the FACILITY
- List of all by-products sold and corresponding total annual quantities sold
- List of all residuals sent to landfill or other disposal sites, and the corresponding total annual tonnage
- Total annual figures on utilities consumption (water, natural gas, electricity, sewer)
- Total annual volume of treated wastewater discharged
- Total annual volume of treated stormwater discharged/or captured for recharge
- Process modifications and improvements performed at the FACILITY during the calendar year

In addition to the pertinent data related to the MSW delivered by the CITY, the CONTRACTOR is required to report the same information for MSW received from other sources.

### **3.12 OWNERSHIP AND FINANCING**

The CITY is evaluating the following two options:

1. The CITY'S objective is for the CONTRACTOR to be solely responsible for the financing, design, permitting, engineering, construction, ownership and operation of the FACILITY. CONTRACTOR'S proposal should address how the entire project, including site acquisition, design, construction, and operation of the FACILITY will be financed. The CITY may be interested in acquiring the ownership and operation of the FACILITY at the end of its twenty (20) years of operation. CONTRACTOR'S proposal should address how that transition could be accomplished.
2. Alternatively, the CITY, through LADWP or other CITY Departments, may finance the site acquisition, design, and construction of the FACILITY, as well as, the operation of the entire FACILITY or only the electrical energy generating plant.
3. Or some combination of the above.

## **ARTICLE 4 REQUIREMENTS FOR THE CITY**

### **4.1 SUPPORT FOR SITE ACQUISITION**

The CITY will support the CONTRACTOR in selecting a site for the FACILITY. The CITY plans to conduct an initial Site Selection Study throughout the Los Angeles area. The site selection process and implementation of this project include public outreach process and soliciting support for the project from numerous governmental agencies and the public. The CITY will assist the CONTRACTOR in the public outreach program related to this project.

### **4.2 MINIMUM DELIVERIES OF MSW BY CITY**

The CITY will be responsible for delivery of its committed tonnage of BLACK BIN material to the FACILITY as specified in the contract.

### **4.3 PAYMENTS TO CONTRACTOR BY CITY**

The CITY will pay the CONTRACTOR a SERVICE FEE based on the quantity of waste delivered to the FACILITY from the CITY in accordance with the terms and conditions of the contract. The SERVICE FEE will be an all-inclusive cost to the CITY after the CONTRACTOR accepts the BLACK BIN material and processes all of it. The SERVICE FEE formula is included in the Summary of Requirements Table in Section 5.4 of this RFP. This SERVICE FEE formula should be used by each PROPOSER to determine the SERVICE FEE to be paid by the CITY. The CONTRACTOR shall be required to meet all of its performance guarantees and to repair, replace and maintain the FACILITY to all applicable performance, regulatory and environmental standards, including but not limited to, the PERFORMANCE TEST guarantees; all expenses related to the above are to be included in the SERVICE FEE.

Payments to the CONTRACTOR by the CITY will be made monthly in accordance with the terms and conditions set in the contract between the CITY and the CONTRACTOR.

## **ARTICLE 5 REQUIREMENTS FOR PROPOSALS**

Each proposal shall include, but is not limited to, the following information:

### **5.1 CONTRACTOR TEAM INFORMATION (EXHIBIT A AND B)**

This section of the proposal should fully identify and specify the functions assumed by the PROPOSER and its key personnel who will be assigned to perform the related work specified in Article 3 of this RFP. Similar information should be provided for all other major participants on PROPOSER'S team. The summary should include details about the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party with the CITY. For purposes of the evaluation, the proposal should clearly identify the members of the proposal team that will serve in the following roles:

- *The CONTRACTOR* – The selected PROPOSER through this RFP process to develop the FACILITY
- *The PROPOSER* - The prime company that will execute the contract with the CITY. In evaluating the qualifications and experience of the PROPOSER, the qualifications and experience of the PROJECT GUARANTOR, DESIGN ENGINEER, Construction Contractor or Operator as described below will be included as applicable to specific areas
- *The PROJECT GUARANTOR* - The party financially responsible for guaranteeing the performance of the CONTRACTOR and the FACILITY, and all sub-contractors, pursuant to Summary of Requirements Table, included in Section 5.4 of this RFP and final contract. The GUARANTOR can be either the PROPOSER or a third party who executes an agreement with the CITY guaranteeing the entire performance of the FACILITY and the CONTRACTOR
- *The DESIGN ENGINEER* - The firm(s) that will design the FACILITY
- *The CONSTRUCTION CONTRACTOR* - The general contractor and its sub-contractors during construction of the FACILITY
- *The OPERATOR* - The firm that will be responsible for the operation and maintenance services to be performed

The proposal should describe the resources to be allocated to provide corporate support to the project throughout the term of the contract. Such support includes research and development, engineering, design, environmental, analytical, administrative, or such other support anticipated to be required during the term of the contract. The

PROPOSER should identify the team members providing these resources (i.e., OPERATOR, DESIGN ENGINEER, PROJECT GUARANTOR, etc.).

The proposal should include the following information:

- A proposed organization chart for the project describing the roles and responsibilities of all major participants (Exhibit B)
- A description of the actual and proposed contractual relationship and the history of those relationships among the PROPOSER, members of the PROPOSER'S team, and all other major participants in the project with respect to each phase of the project, i.e., design, construction, and operations
- A summary of the proposed assignments of responsibilities for the services to be provided by each of the major participants on PROPOSER'S team
- A description of current and past work performed in projects of a similar nature, which would substantiate the qualifications of the PROPOSER, and its sub-contractors for the work specified in Article 3 of this RFP. The statement should include names of clients, a contact person and telephone number for each client, type of project, description of the PROPOSER'S activities, and dates of activities
- The qualifications and resumes of all key staff assigned to the project (Exhibit B). Expertise which is applicable to the work specified in Article 3, should be emphasized
- Local working address of all PROPOSER'S key team members and sub-contractors

The proposal should indicate whether, during the past five (5) years the PROPOSER or any member of the PROPOSER'S team has

- failed to complete any contract
- had any contract terminated for poor performance or default
- been barred from bidding on public contracts by any government entity
- failed to complete work under a contract handled in his/her own name

Also indicate whether during the past five (5) years whether the PROPOSER or any member of the PROPOSER'S team has been convicted of any conduct or been found in violations of any federal, state, or local statute, regulation or court order concerning:

- antitrust
- public contracting
- employment discrimination
- prevailing wages

Further indicate whether the PROPOSER, any affiliate, or any officer of the company that has filed for bankruptcy and whether any facility operated and maintained by the PROPOSER has been found to be in violation of any provision of federal, state, or local laws or regulations.

## **5.2 TECHNICAL APPROACH**

The proposal should include a detailed narrative covering the PROPOSER'S approach to accomplish the tasks outlined in Article 3 of this RFP. At a minimum, the technical approach should include the following: 1) Detailed narrative description of the FACILITY; 2) conceptual drawings; 3) a MASTER PROJECT SCHEDULE; and 4) a detailed description of the PROPOSER'S approach to operating and maintaining the FACILITY. A description of these items is provided in the following subsections.

### **5.2.1 FACILITY Narrative Description**

#### **5.2.1.1 Proposed FACILITY**

The proposal should provide a clear and detailed description of the proposed approach to design, construction, and operation of the FACILITY. This section should include a detailed narrative discussion of the proposed alternative technology(ies), clearly demonstrate how the FACILITY will meet the performance, emissions, and availability guarantees, and include the detailed equipment data sheets, conceptual design drawings, a MASTER PROJECT SCHEDULE, and all other submittal elements described in this RFP. The narrative should address the following areas:

- Description of the alternative technology(ies) i.e., advanced thermal recycling, pyrolysis, gasification, biological, etc. or combination thereof
- Description of the overall FACILITY, including a detailed layout plan
- Minimum and maximum throughput

- MSW receipt and storage
- Pre-processing system
- MSW alternative treatment system (advanced thermal recycling, pyrolysis, gasification, biological, etc.)
- Emission control system
- Wastewater discharge
- Power generation system
- Slag, bottom ash, and fly ash handling systems
- Recovery of chemicals, if applicable
- Performance and emission guarantees
- Availability guarantee
- Permitting approach
- Financing approach
- Materials/recyclables recovery and marketing
- Residue disposal
- Odor control
- Redundancy, downtime, maintenance requirements
- Traffic flow and control
- List of major equipment and key design data (Exhibit D)

MSW receipt and pre-processing should address the minimum and maximum quantities of MSW, as well as the optimum amount, which can be processed per day. This section should specify the gross and net kWh of electricity, recyclables, rejects, slag or bottom ash, and residuals per short ton of raw MSW and per short ton of feedstock (if pre-processing is used).

#### 5.2.1.2 Existing (Reference) FACILITY

The Proposal should include a narrative description of one of the PROPOSER'S existing FACILITIES that is similar in throughput and design to the proposed FACILITY. The narrative should cover the items listed in Section 5.4 for the reference FACILITY. It is anticipated

that the CITY will visit the reference FACILITY prior to contract award.

#### 5.2.2 MASTER PROJECT SCHEDULE

The PROPOSER should provide an overall critical path MASTER PROJECT SCHEDULE that identifies all of the major tasks that are required to be completed during the period from the CONTRACT EXECUTION DATE through the COMMERCIAL OPERATION DATE and completion of the FACILITY. The schedule should include all work or activities relating to obtaining environmental, construction, and operation permits, design, financing, procurement, construction, and start-up related activities to take place during that process in as much detail as needed.

At a minimum, the following tasks and milestones should be included in the MASTER PROJECT SCHEDULE (the PROPOSER should identify the breakdown between what are considered key milestones and differentiate them from normal tasks):

- Tentative CONTRACT EXECUTION DATE
- Detailed design
- Environmental documentation and permit applications
- Permit approvals
- Financial closing
- Mobilization
- Fabrication and delivery dates of major components
- Duration of construction
- Substantial completion date
- Start-up and testing
- Permits to operate
- COMMISSIONING DATE
- PERFORMANCE TESTS
- COMMERCIAL OPERATION DATE

The MASTER PROJECT SCHEDULE should indicate early start and finish dates, duration (in calendar days), progress to date, and total float for each task and milestone. The MASTER PROJECT SCHEDULE will become a part of the contract.

### 5.2.3 FACILITY Operations and Maintenance

This section of the proposal should present a detailed description of the technical aspects of the PROPOSER'S plan to operate and maintain (O&M) the FACILITY after the COMMERCIAL OPERATION DATE. The proposal should demonstrate that the PROPOSER has a clear and complete plan for the operations and maintenance services required, including the management of staff, pre-processing and processing unit O&M, power generation system O&M, post-processing system O&M, emission control system O&M, products and by-products marketing, water use, reuse, discharge (wastewater), and residue disposal. The PROPOSER'S technical description should include sufficient details to enable the CITY to identify and understand the PROPOSER'S approach and ability to comply with the requirements of this RFP over the term of the contract.

The proposal should also include the general FACILITY management procedures to address the following:

- Operation under normal conditions
- Operation under emergency or unscheduled shutdown
- Backup and waste bypass procedure
- Ordinary, routine, and preventive maintenance
- Periodic overhaul and refurbishment of major components
- Repair and replacements
- Contingency plan – Cannot include MSW disposal at Sunshine Canyon Landfill

The PROPOSER will be required to prepare and maintain a comprehensive staffing plan that documents the staffing structure and management. This section of the proposal should provide an overview of the proposed staffing plan, including a list of staff licensed in the State of California and qualified and experienced in the operation, maintenance, and management of MSW



facilities systems similar to the proposed FACILITY. The selected PROPOSER (CONTRACTOR) is ultimately responsible for maintaining the optimum required number of qualified staff and third party contractors as deemed appropriate to operate, maintain, and manage the FACILITY in accordance with the provisions and terms of the contract.

The PROPOSER should describe its:

- Qualified management, supervisory, technical, and O&M personnel, including licensed and certified personnel hired, or will be hired, or contracted by the CONTRACTOR to perform the services required.
- Specialists, as necessary, for process control, instrumentation, troubleshooting, engineering analysis, financial analysis, safety activities, training, data processing, emergency management, environmental health and safety, and other relevant activities.

The PROPOSER should provide an organization and staffing chart, a list of all personnel required for the FACILITY, including job classifications, and the number of staff required for both the initial start-up phase and the long-term operation and maintenance of the FACILITY.

#### 5.2.4 Conceptual Drawings

The following conceptual drawings should be provided as an attachment to the proposal and a brief textual description of each drawing should be provided:

- Artist's rendering
- Site layout (to scale) of the FACILITY including site entry and exit points, internal access roads, landscaping, parking, all buildings and FACILITY structures, and major services. List total acreage required
- Process flow diagrams including average and maximum flow rates for major subsystems
- Mass and energy balance of the FACILITY at average and maximum throughput levels
- Architectural plans, sections and elevations of the FACILITY, including dimensions of major buildings and components
- General arrangement drawing of the truck scales and tipping area where the CITY will deliver the MSW
- General arrangement drawings for all major equipment

- Plant electrical one-line diagram (including details of electrical facility interconnection into the electrical grid, station, etc)
- Process and instrument diagrams for the major equipment systems

Each drawing should be submitted on a paper size of 11-inches x 17-inches and should include sufficient details to evaluate the PROPOSER'S approach to providing a FACILITY in accordance with the requirements of this RFP. The conceptual drawings should be bound separately and submitted with the proposal. These drawings will become parts of the contract.

#### 5.2.5 Environmental Permitting and Compliance

The PROPOSER should describe its proposed Environmental Permitting Plan and how the FACILITY will comply with all environmental laws, regulations and limits, including environment documents required by the California Environmental Quality Act (CEQA).

Information should include:

- A discussion of the overall permitting plan for the construction and operation of the FACILITY, including:
  - A list of all permits and approvals expected to be required from federal, state, and local environmental agencies (This may not be fully comprehensive at this time due to legislative actions/pending rulemaking, etc.
  - An overall permitting schedule, showing the anticipated time to prepare the application for each permit and to obtain each permit
  - A description of how the permitting plan is coordinated with the MASTER PROJECT SCHEDULE
  - A description of what specific support the PROPOSER will need from the CITY
- A discussion of how the PROPOSER and the FACILITY will comply with all applicable environmental laws, regulations, and limits
  - A list of all air emission point sources
  - A list of location, and description of all wastewater discharge points
  - The design and/or plan for minimizing nuisance issues (noise, odors, fugitive dust, traffic, etc.)

- Best Management Practice Plan for wastewater and runoff

The proposal should include letters of reference from existing clients (i.e., cities and counties) where the PROPOSER is operating a similar FACILITY. The proposal should address the PROPOSER'S history of compliance with environmental laws and regulations, and its history of addressing complaints with respect to traffic, odors, and other nuisances.

#### 5.2.6 FACILITY Data Tables (Exhibit J)

In addition to narrative information, PROPOSERS are required to submit relevant information regarding the existing reference and proposed facilities as outlined in Exhibit J.

### 5.3 BUSINESS ARRANGEMENT

This section should include pertinent information with respect to the business and financial aspects of the PROPOSER and the proposal. All of the information requested of the PROPOSER should also be provided for the PROJECT GUARANTOR. The PROPOSER should submit sufficient information so that the CITY can evaluate the PROPOSER'S ability to satisfy the Evaluation Criteria. The information should provide insight as to the credit rating, net worth, leverage, profitability in relation to size, liquidity and overall financial stability of the PROPOSER. Such information should include a copy of the most recent annual report, the most recent three (3) years of annual reports filed with the Securities and Exchange Commission (SEC) on Form 10K, and all quarterly reports filed with the SEC on Form 10Q since the last annual 10K was filed. If the PROPOSER is not required to make periodic filings with the SEC, the PROPOSER should submit audited financial statements for the organization's last three (3) fiscal years of operation. The financial statement should include income statements, balance sheets, and changes in financial position. The PROPOSER should provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the PROPOSER, its parent, affiliates and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this project. The PROPOSER should also disclose any outstanding litigation that could adversely affect its financial condition if judgment is brought against the PROPOSER.

#### 5.3.1 Financing Plan

The sources of funds for the PROPOSER'S financing plan should be indicated and the methods for interim and long-term financing explained. The PROPOSER should indicate whether a specific corporation or joint venture

will be formed for the design and construction and/or operation of the FACILITY, and whether any of its other projects have been financed in this manner.

#### 5.3.2 PROJECT GUARANTOR Commitment (Exhibit C)

The PROPOSER should have a PROJECT GUARANTOR to fulfill all of the financial obligations required for performance of the contract terms. The PROJECT GUARANTOR can be the contracting party, its parent company, or a substantially capitalized general partner that is an integral part of the PROPOSER'S team. The PROPOSER should demonstrate to the CITY that the PROJECT GUARANTOR meets all of the minimum requirements. The PROJECT GUARANTOR should provide full disclosure information regarding its financial condition.

The PROPOSER should identify the PROJECT GUARANTOR and describe how the proposed PROJECT GUARANTOR will provide for and guarantee, including any limits on the liability of the PROJECT GUARANTOR, the requirements of the RFP and the contract. The PROPOSER should provide a commitment from its PROJECT GUARANTOR. The PROJECT GUARANTOR shall satisfy the requirements set by the CITY'S Risk Manager.

#### 5.3.3 Payment and Performance Bonds Requirement

Performance bonds in the form specified by the CITY will be required of the selected PROPOSER. The PROPOSER should demonstrate the ability to secure the performance and payment of all obligations incurred in the design, construction, and operation of the FACILITY and with all guarantees. PROPOSERS are not required to post the performance bond prior to the CONTRACT EXECUTION DATE, but they must show the capacity to do so with a letter from a bonding company which is licensed to do business in California and holds an "A" or better rating from A.M. Best Company. The PROJECT GUARANTOR shall satisfy the requirements set by the CITY'S Risk Manager.

## 5.4 SUMMARY OF REQUIREMENTS

The following table provides a summary of the key requirements for the proposals:

**Summary of Requirements Table**

<b><i>Requirements</i></b>	<b><i>Explanation</i></b>
FACILITY Size	Each of the six “WASTESHEDS” within the CITY produces approximately 200-1000 short tons/day of BLACK BIN waste. The CITY’S objective is to develop a FACILITY that can process the waste from at least one WASTESHED, with a total throughput of not more than approximately 1,000 short tons/day. The throughput of the FACILITY also depends on the commercialization status of the technology proposed by the PROPOSER.
Ownership and Financing	The CITY’S objective is for the CONTRACTOR to be solely responsible for the financing, design, permitting, engineering, construction, ownership and operation of the FACILITY. PROPOSER’S proposal should address how the complete project and the FACILITY will be financed. The CITY may be interested in taking over the FACILITY at the end of 20 years of operation. PROPOSER’S proposal should address how that could be accomplished. However, the City may choose during contract negotiations to provide parts of the development package, be it the site, financing and/or other parts.
Waste Supply	The CITY will be responsible for delivering sufficient quantities of MSW to the FACILITY so that the FACILITY can maintain the throughput as specified in the contract on a continuous basis. The CITY will guarantee the delivery of the proposed tonnage (200 - 1000 short tons/day) of MSW according to the contract.

<p>SERVICE FEE Formula</p>	<p>The SERVICE FEE will be a per short ton fee arrangement payable on a monthly basis and generally reflecting the following components:</p> <p>The Service Fee will be a per Ton fee arrangement payable on a monthly basis and generally reflecting the following components:</p> $SF = DS + MPF + CRD - RRR - RP - ROP (+/-) ADJ$ <p>SF = Service Fee</p> <p>DS = Debt Service (tonnage amortized over twenty (20) years) based on throughput)</p> <p>MPF = Monthly Processing Fee subject to escalation. (per Ton fee x Tons Processed at the Facility).</p> <p>CRD = Cost of residue disposal</p> <p>RRR = Revenue from Recovered Recyclables in the preprocessing system (The Recovered Recyclables should not be assumed to be more than 15 % of the throughput)</p> <p>RP = Revenue from Products (electric, fuel and/or steam revenues).</p> <p>ROP = Revenue from Other Products (By-products). Compost, slag, ash, aggregate, post or pre-process-recovered metals, glass, etc.</p> <p>ADJ = Adjustments (to be specified by the CONTRACTORS)</p> <p>There may be an annual reconciliation of costs for failure to meet annual guarantees, i.e., shortfall in processing delivered waste. In return for the Service Fee, the CONTRACTOR shall be required to meet its performance guarantees and to repair, replace and maintain the FACILITY with standards including but not limited to the standards described in the performance guarantees.</p>
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<p>Performance Standards, Acceptance Tests, and Guarantees</p>	<p>This section has three exhibits in the RFP (Exhibits G (Environmental Guarantees), H (Commitment for Purchase of By-products), and I (Power Purchase Agreement)</p> <p>The FACILITY operator will be required to perform Acceptance Tests that will show that the FACILITY is able to meet, concurrently and on a continuous basis for a period that will be specified in the contract, the following Performance standards:</p> <ul style="list-style-type: none"> <li>• Complete processing of 200-1,000 short tons/day (throughput depends on technology and design proposed by the SUPPLIER) of the CITY'S BLACK BIN MSW through the FACILITY and conversion and recovery of the specified products and by-products</li> <li>• Recovery of the guaranteed amount of recyclables from the pre-processing system (if included) and the bottom ash or slag (if produced)</li> <li>• Generation of the guaranteed amount of green fuels, chemicals and/or electricity and/or steam revenues (gross and net)</li> <li>• Achievement of a landfill diversion rate of at least 80%</li> </ul> <p>Details of the conduct of the Acceptance Tests will be specified in the contract. These details will include:</p> <ul style="list-style-type: none"> <li>• Time period for completion of the Acceptance Tests (generally 6-9 months)</li> <li>• Establishment of Minimum Acceptance Standard (includes 100% environmental and about 80% throughput)</li> <li>• Damages for failure to meet the Full Acceptance Standards (Performance damages throughput, electrical and/or steam make, residue quality (if applicable to the technology), recovered materials, etc)</li> <li>• If Minimum Acceptance Standard not met, Contract may be null and void at the discretion of CITY and the CITY will not be held liable for any costs</li> </ul> <p>At the end of the Acceptance Test period, the CONTRACTOR will submit its test information to the CITY. If the data shows that CONTRACTOR has met all of the guarantees, then the CITY will</p>
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	declare the FACILITY to be in COMMERCIAL OPERATION, and the COMMERCIAL OPERATION DATE will be deemed to be retroactive to the day after final completion of the Acceptance Tests. The first year of operation of the FACILITY will begin on the COMMERCIAL OPERATION DATE. All payments relating to the SERVICE FEE will be based on the COMMERCIAL OPERATION DATE.
Availability	The CONTRACTOR will also be required to provide and comply with a guaranteed availability for the entire FACILITY. The penalties for not meeting the availability guarantee will be addressed in the contract.
Term of Contract (Service Agreement)	Twenty years.
Power Purchase Agreement	The PROPOSER shall be responsible for securing electrical, steam, and/or syngas sales contracts with purchasing utilities. The CITY shall have the right to approve any and all such contracts, any changes proposed to be made to the same and any new contracts thereafter. The CITY and its proprietary departments shall have first right of refusal for the purchase of any products or residuals, including electricity, fuel, or steam.
CITY Commitments	<ul style="list-style-type: none"> <li>• Support for Site Acquisition: The CITY will support the CONTRACTOR in selecting a site for the FACILITY. The CITY plans to conduct an initial Site Selection Study throughout the Los Angeles area. The site selection process and implementation of this project include public outreach process and soliciting support for the project from numerous governmental agencies and the public. The CITY will assist the CONTRACTOR in the public outreach program for this project.</li> <li>• Minimum delivery of MSW: The CITY will guarantee the delivery of the proposed tonnage (200-1000 short tons/day) of MSW according to the contract.</li> <li>• Payment of a SERVICE FEE: The CITY will pay the SERVICE FEE based on the general structure outlined above.</li> </ul>



Guaranty	The parent company or other guarantor acceptable to the CITY (technical and financial capability) will be required to secure the obligations of its subsidiary who will presumably be the company executing the contracts with the CITY.
Financing Issues	The CITY'S objective is for the CONTRACTOR to be solely responsible for the financing, design, permitting, engineering, construction, ownership and operation of the FACILITY. PROPOSER'S proposal should address how the complete project and the FACILITY will be financed.
Landfill Disposal of Residue	The CONTRACTOR will provide the transportation and disposal of residue to a landfill at no cost to the CITY. The CITY will not pay for transportation or disposal of any residue. The CONTRACTOR will pay for transportation and disposal of one hundred percent (100%) of the residue generated at the facility. The residue should not be disposed at Sunshine Canyon Landfill.
Letter of Credit	A Letter of Credit in the amount of \$5 million dollars will be required under the Contract (Service Agreement) and must satisfy the requirements set by the CITY'S Risk Manager.

## 5.5 PRICE PROPOSAL (EXHIBITS E AND F)

The proposal should clearly list or provide the following information:

- Capital cost for the FACILITY
- Operation and maintenance cost
- Revenue generated from the sale of products and by-products
- SERVICE FEE for the first year and formula for modification of the SERVICE FEE on an annual basis
- List of all warranties and guarantees
- Performance and emissions curves for various throughput levels
- Provisions for non-compliance with warranties and guarantees
- Acceptance of MSW

- Performance
- Emissions
- Availability

## **5.6 PROPOSAL EXHIBITS AND FORMS**

The PROPOSER should provide the information requested in the proposal exhibits and forms for the base proposal. Similar information should be provided for any alternate proposals submitted by the PROPOSER.

## **5.7 LAWS AND REGULATIONS**

The CONTRACTOR is required to comply with all local, state, and federal laws and regulations. The CONTRACTOR is responsible for payments of any permit, license, or associated costs and fees to prepare environmental documents and assure compliance.

## **5.8 INSURANCE COSTS**

The CONTRACTOR is responsible for all costs related to meeting the insurance requirements outlined in this RFP and the contract. The CONTRACTOR'S obligations and responsibilities will not be limited in any way by the agreed upon contract price, or the CONTRACTOR'S limit or lack of sufficient insurance protection.

# **ARTICLE 6 STANDARD CITY REQUIREMENTS**

All PROPOSERS are required to adhere to the CITY policies. Each PROPOSER shall submit the relevant completed forms and documentation.

## **6.1 PROPOSAL DOCUMENTATION REQUIREMENTS**

All contracts are subject to the following:

### **6.1.1 Nondiscrimination/Equal Employment Practices/Affirmative Action**

The CITY'S Administrative Code (Division 10, Chapter 1, Article 1, Section 10.8) establishes an Affirmative Action Program for Contractors doing business with the CITY. The PROPOSER shall complete the attached Affirmative Action forms and submit them with the proposal, refer to Appendix I. Any questions related to completion of these forms should be directed to the

CITY'S Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.

#### 6.1.2 Living Wage and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, CONTRACTORS under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). PROPOSERS shall refer to Appendix II, "Living Wage and Service Contractor Worker Retention Ordinances" for further information regarding the requirements of the Ordinances.

PROPOSERS who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Living Wage Ordinance Application for Non-coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption from Living Wage (Form OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in Appendix II.

#### 6.1.3 Equal Benefits Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). PROPOSERS shall refer to Appendix III for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three (3) pages) contained in Appendix III. The Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in Appendix III, but should be submitted **only** if applicable. Unless otherwise specified in this procurement package, PROPOSERS do not need to submit supporting documentation with proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the PROPOSER that is selected for award of a contract.

#### 6.1.4 Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code. The selected CONTRACTOR(S) will be required to submit the Slavery Disclosure Ordinance Affidavit, refer to Appendix III, including any necessary attachments prior to a contract award.

#### 6.1.5 Contractor Responsibility Ordinance

PROPOSERS are advised that any contract awarded pursuant to this RFP process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to Appendix IV, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix. Failure to return the completed Questionnaire may result in a PROPOSER being deemed non-responsive.

The Ordinance also requires that if a contract is awarded pursuant to this procurement, the CONTRACTOR must update responses to the questionnaire, within thirty (30) calendar days, after any changes to the responses previously provided if such change would affect the CONTRACTOR’S fitness and ability to continue performing the contract.

#### 6.1.6 Child Support Obligations

The CITY has adopted an ordinance requiring that all CONTRACTORS and SUBCONTRACTORS performing work for the CITY comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

As a result, every contract that is let, awarded, or entered into with or on behalf of the CITY shall contain the following provision:

“The CONTRACTOR(S) and any SUBCONTRACTOR(S) must fully comply with all applicable State and Federal

employment reporting requirements for the CONTRACTOR(S)' and any SUBCONTRACTOR(S)' employees. The CONTRACTOR(S) and any SUBCONTRACTOR(S) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The CONTRACTOR(S) and any SUBCONTRACTOR(S) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The CONTRACTOR(S) and any SUBCONTRACTOR(S) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the CONTRACTOR(S) and/or any SUBCONTRACTOR(S) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the CONTRACTOR(S) and/or any SUBCONTRACTOR(S) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the CITY shall subject the contract to termination.”

#### 6.1.7 Conflict of Interest

A conflict of interest situation may disqualify an organization. The PROPOSER shall provide a statement, listing the organizations and the names of entities or persons associated with the PROPOSER who may have a conflict of interest, or appearance of a conflict of interest, with the CITY. Details of the potential conflict of interest must also be included in the statement.

#### 6.1.8 MBE/WBE/OBE Subcontractor Outreach Program

The Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Subcontractor Outreach Program required in this RFP is in accordance with Mayor's Executive Directive No. 2001-26. PROPOSERS must submit sufficient Good Faith Effort documentation to achieve a passing score of at least seventy-five (75) out of one hundred (100) Good Faith Effort evaluation

points. Failure to submit adequate Good Faith Effort documentation or to achieve a passing Good Faith Effort evaluation score will result in the proposal being deemed non-responsive.

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and other Business Enterprises (OBE) an equal opportunity to participate as SUBCONTRACTORS in the performance of CITY contracts with an estimated value greater than \$100,000. PROPOSERS shall assist the CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE(S), WBE(S), and OBE(S) have an equal opportunity to compete for and participate in this CITY contract.

The proposer shall make a good faith effort to obtain participation by MBE(S), WBE(S) and OBE(S) who could reasonably be expected to provide their services for a project such as this.

The BOARD of Public Works has acknowledged that the different phases of this contract will offer different levels of potential MBE, WBE and OBE subcontracting opportunities and has set overall anticipated participation levels of twenty percent (20%) MBE and six percent (6%) WBE for this project.

The MBE/WBE/OBE Subcontractor Outreach Program requires all PROPOSERS to make a good faith effort to reach out to potential SUBCONTRACTORS. Failure of a PROPOSER to meet the outreach requirements, as described in Appendix V, will result in their proposal being deemed non-responsive. Furthermore, the CITY expects the PROPOSER to require its lead SUBCONTRACTORS, such as the construction contractor, design engineer and/or operator to also perform a good faith effort to include local MBE, WBE, and OBE SUBCONTRACTORS whenever possible.

## **6.2 CONTRACT DOCUMENTATION REQUIREMENTS**

### **6.2.1 Contractor Evaluation**

At the end of this contract term, the CITY will conduct a thorough evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of a CONTRACTOR'S performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or the service performed, the timeliness of performance, financial issues, and the expertise of personnel, financial issues, and the expertise of the personnel that the CONTRACTOR assigns to the contract. A

CONTRACTOR who receives a “Marginal” or “Unsatisfactory” rating will be provided a copy of the final CITY evaluation and allowed 14 calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other services contracts.

#### 6.2.2 Tax Registration Certificate

All organizations doing business with the CITY are required to have a valid Business Tax Registration Certificate (TRC) required by the CITY’S Business Tax Ordinance (Los Angeles Municipal Code, Article 1, Chapter 2, Section 21.00). CITY payments will be withheld from any organization that does not have a valid TRC, refer to Appendix VI.

#### 6.2.3 Signed Statement (Genuine Proposal)

Each proposal shall contain the following statement, see Appendix VII, signed by a legally authorized officer of the PROPOSER:

“This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the PROPOSER has not in any manner sought by collusion to secure himself an advantage over any other PROPOSER.”

#### 6.2.4 Indemnification and Insurance Requirements

Except for the active negligence or willful misconduct of CITY or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless, CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney’s fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR’S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the Contract by

the CONTRACTOR or its SUBCONTRACTOR of any tier. The provision of this paragraph survive expiration or termination

Each CONTRACTOR shall indemnify, defend, and hold the CITY, its officers, agents, and employees, harmless from any, and all claims of damages to persons, or property. Each CONTRACTOR will be required to procure and maintain, at its sole cost and expense the types of insurance as shown in Appendix VIII from an insurance company acceptable to the CITY.

The selected CONTRACTOR(S) will be required to maintain and provide coverage in amounts specified by the CITY'S Risk Manager. The CONTRACTOR'S must submit the appropriate forms for Certification of Insurance Coverage, refer to Appendix VIII.

#### 6.2.5 Standard Contract Provisions

The selected CONTRACTORS will be subject to the CITY'S Standard Provisions for CITY Personal Services Contracts, which will be included in any contractual agreements. Refer to Appendix IX.

#### 6.2.6 Los Angeles Residence Information (Headquarters and Work Force Information)

It is the policy of the CITY to require all PROPOSERS, or individuals, seeking agreements with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information (refer to Appendix X):

- a. Organization headquarters address
- b. Number of employees in the total workforce
- c. Percentage of total workforce residing in the CITY

#### 6.2.7 Prevailing Wage

The CONTRACTOR agrees to comply with applicable sections of the Labor Code of the State of California, pertaining to labor and prevailing wage scale for individuals involved in the construction, alteration, demolition, installation, or repair work done under this contract. PROPOSERS may contact the Office of Contract Compliance for current prevailing wage rates information at (213) 847-1922.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance,



according to Section 1776 of the California Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the California Labor Code that pertains to public works projects.

## **ARTICLE 7 SUBMITTALS OF PROPOSALS**

### **7.1 INSTRUCTIONS TO PROPOSERS**

Proposals must be received no later than 2:00 p.m. (Pacific Daylight Time), on June 7, 2007; proposals received after the time and date specified will not be considered. The CITY assumes no liability or responsibility for proposals delivered after the closing time and date referenced above due to delivery service fault, failures, or limitations.

PROPOSERS are required to submit one hard copy “original” and five (5) hard copies of the submittal, including CITY required forms and attachments, as described below and an electronic copy (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Adobe Acrobat (pdf) formats. Facsimile copies will not be accepted. Submittals should be signed by an officer of the corporation. Submittals should contain the following information:

- Corporate name of PROPOSER
- Mailing address, with name, title, telephone, fax, and e-mail contact information for key contact person
- Name and title of officer signing the submittal

In addition, one (1) copy (only) of the Good Faith Effort documentation, including Schedule “A”, see Appendix V, is to be bound separately and clearly labeled as such and submitted with the proposal.

Materials should be marked “Request for Proposal for a Development Partner(s) for Processing Municipal Solid Waste Utilizing Alternative Technologies Premised on Resource Recovery for the City of Los Angeles” and be sent by Registered Mail, Express Mail, Federal Express or other delivery method to:

Mr. Miguel Zermeno, Project Manager  
City of Los Angeles, Bureau of Sanitation  
1149 S. Broadway Street, Suite 800  
Los Angeles, CA 90015

Phone: 213-485-3611

A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the PROPOSER'S delivery agent, or in the case of commercial delivery, returned by US Mail to the PROPOSER'S address as noted on the outside of the proposal package.

## **7.2 PURPOSE OF THE PROPOSAL**

The proposal will be deemed an offer to provide services to the CITY. In submitting a proposal, the PROPOSER declares that they understand and agree to abide by all specifications, provisions, terms, and conditions of same, and all ordinances and policies of the CITY. The PROPOSER agrees that if they are selected from this RFP process, they will perform the work in accordance with the provisions, terms and conditions of the contract. By submitting a proposal, the PROPOSER declares that they understand and agree that this proposal, specifications, provisions, terms and conditions of same, should become a part of a valid contract between the CITY and the PROPOSER upon notice of award of contract in writing.

## **7.3 PROPOSAL FORMAT**

The hard copy form of the proposal should be contained on 8-1/2" x 11" paper with foldouts as may be required (drawings should be 8-1/2" x 17") and each page should be numbered. Proposals should be "bound" in a 3-ring, loose-leaf binder and organized in format specified above using tabbed, numbered separators for each section.

## **7.4 USE OF CITY SEAL**

The CITY discourages proposals with fancy bindings or other decorative or extraneous materials. The Los Angeles Municipal Code (Section 63.108) states that "No person should make or use the seal of the CITY or any cut, facsimile, or reproduction of said seal or make or use any seal or any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this CITY or of the design thereof, for any purpose other than for CITY purposes or for the purposes of any board, officer or department thereof."

## **7.5 ITEMS PROPOSER CHOOSES NOT TO ADDRESS**

A detailed statement explaining any provision in Section 3.0 and 4.0, of this RFP, which the PROPOSER chooses not to address in the proposal.

## **ARTICLE 8 PRE-PROPOSAL MEETING**

### **8.1 PRE-PROPOSAL MEETING**

Attendance at the Pre-proposal Meeting is worth 10 Good Faith Effort evaluation points. In order to receive this credit, the attendee needs to be on time and be present for the entire meeting. **Note: Please allow sufficient time for security check-in on the day of the meeting.**

### **8.2 QUESTIONS REGARDING THIS RFP**

All technical questions regarding this RFP should be presented in writing to the CITY Project Manager, at the following address as soon as possible, but no later than one week prior to the pre-proposal meeting:

Mr. Miguel Zermeno, Project Manager  
City of Los Angeles, Bureau of Sanitation  
Solid Resources Support Services Division  
1149 S. Broadway Street, Suite 800  
Los Angeles, CA 90015

The CITY will not answer questions to individual PROPOSERS in fairness to others. Official responses to all written questions will be provided to each entity attending the pre-proposal meeting. Only written responses may be relied upon when seeking exceptions to the proposal requirements or instructions.

For questions regarding Article 6, Standard City Requirements, the PROPOSER should contact the CITY department that is responsible for administering the program.

### **8.3 REVISIONS TO RFP**

The CITY reserves the right to revise the RFP. The CITY will attempt to send revisions to the RFP to all PROPOSERS whom are present at the Pre-proposal Meeting.

### **8.4 AMERICANS WITH DISABILITIES ACT**

As a covered entity under Title II of the Americans with Disabilities Act, the CITY of Los Angeles does not discriminate on the basis of disability; and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

## **ARTICLE 9 EVALUATION OF PROPOSALS**

### **9.1 OVERVIEW OF EVALUATION PROCESS**

The CITY will evaluate the proposals from a technical, environmental, and economic perspective. Only proposals for a FACILITY, as the primary FACILITY, that will be designed to process the BLACK BIN MSW at a rate of 200-1,000 short tons/day, on a continuous basis, will be evaluated. Proposals for emerging/experimental technology, for a possible second facility, that would process less than 200 tons/day will be evaluated under this same criteria

### **9.2 EVALUATION**

Proposals will be evaluated using the following criteria:

<b>CRITERIA</b>	<b>POSSIBLE AWARDED POINTS</b>
Landfill Diversion. This is defined as:  $\frac{(\text{Raw Refuse Tonnage delivered to the FACILITY}) - (\text{rejected tonnage} + \text{unmarketable byproducts tonnage})}{\text{Raw MSW tonnage delivered to the FACILITY}} \times 100\%$  Diversion from the landfill should be no less than 80% of the BLACK BIN	25
SERVICE FEE. \$/ton Refuse delivered to the FACILITY.	15
Reference FACILITIES. Based on the number of operating FACILITIES that use the proposed technology and their degree of relevance and similarity (throughput level, operating conditions, installed equipment).	10
Operational Experience. The experience of the PROPOSER (or a team member) in actually operating a similar FACILITY using the proposed technology.	10
Engineering the FACILITY. Based on the capabilities and experience of the PROPOSER and its team in providing a complete, efficient, and workable design for the FACILITY.	10
PROPOSER Credibility. Based on the perceived ability of the PROPOSER and its team to develop, design, finance, permit, construct, and operate the FACILITY.	10

Experience of PROPOSER and its team in marketing the different byproducts from the FACILITY.	10
Anticipated environmental impacts and proposed mitigation measures to address air quality, water quality, and other possible impacts (e.g., visual, noise, odors, etc.).	10
<b>TOTAL</b>	<b>100</b>

### 9.3 MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

The proposal must include the required supporting documentation as outlined in Appendix V: *MBE/WBE/OBE Subcontractor Outreach Program*. The supporting documentation must be received with the proposal. Credit is given on a PASS/FAIL basis for each Good Faith Effort indicator; no partial credit is given. Only proposals that achieve at least a score of 75 of 100 Good Faith Effort evaluation points will be considered responsive.

### 9.4 PROPOSAL EXHIBITS

PROPOSERS must fill out and include in the proposal each of the following Exhibits (These Exhibits are in Appendix XII of this RFP):

- A. Intention to Submit Proposal
- B. Project Participants (PROPOSER and partners)
- C. Key Project Staff (design, permitting, construction, operation)
- D. PROJECT GUARANTOR Certification
- E. List of Major Equipment and Key Design Data
- F. SERVICE FEE and Escalation Methodology
- G. Cost Breakdown
- H. Environmental Guarantees (air, water, wastes, noise, odors)
- I. Commitments for Purchase of By-products
- J. Commitment for Power Purchase Agreement
- K. Reference FACILITY and Proposed FACILITY Data Tables

## **ARTICLE 10 AWARD OF CONTRACT**

### **10.1 APPROVAL CYCLE**

Based on the results of the evaluation, the proposal of the top rated PROPOSER will be submitted to the BOARD for final approval. A contract will be negotiated, and upon approval by the CITY legal counsel for the BOARD and the Mayor, the BOARD will execute the contract on behalf of the CITY.

### **10.2 CONTRACT**

If a contract cannot be executed between the CITY and the top rated PROPOSER, other qualified PROPOSERS will be selected in order of their respective final ratings, until an agreement can be reached. The CITY, however, reserves the right not to enter into a contract.

### **10.3 TERMINATION**

The CITY reserves the right to terminate any contract, upon thirty (30) day written notice, should the BOARD determine that termination of the contract is in the CITY'S best interest. Upon termination, any work that has been performed to date, should be delivered and becomes property of the CITY.

**APPENDIX I - NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/  
AFFIRMATIVE ACTION**

**OFFICE OF CONTRACT COMPLIANCE****Equal Employment / Affirmative Action  
Frequently Asked Questions****1. *What is Affirmative Action?***

Affirmative Action refers to laws or policies intended to alleviate the types of discrimination that limits opportunities for a variety of demographic groups in various institutions. More specifically it refers to voluntary and mandatory efforts undertaken by employers to combat discrimination and promote equal opportunity in all aspects of employment, retention and advancement for all.

**2. *What is an Affirmative Action Program?***

An Affirmative Action Program is a set of specific result-oriented procedures to which an employer commits to apply every good faith effort. The objective of these procedures, plus such efforts, is equal employment opportunity.

**3. *What is an Affirmative Action Plan?***

An Affirmative Action Plan (AAP) is a plan, program, scheme, or policy setting forth in detail actions to be taken, procedures to be followed, and standards to be adhered to in order to establish an Affirmative Action Program.

**4. *What constitute an unacceptable AAP?***

A significantly incomplete or unsigned City Plan or a company plan that does not contain, at a minimum, all the elements of the City's Plan, will not be approved.

**5. *What is the effect of an AAP not being approved?***

Any disapproved AAP renders the proposed contractor's entire bid non-responsive. The standard provisions in the City's Request for Proposals, contracts and other related documents requires the proposed contractor or vendor to comply with all Federal and local laws.

**6. *What is required of a firm that has a current approved AAP when bidding on another City project?***

Such bidder need only submit, with its bid, a copy of the current approval letter for the Office of Contract Compliance.

**7. *How long is the approved AAP valid?***

Twelve months.

**8. *Who is responsible for administering and monitoring the City's Affirmative Action Program?***

The Office of Contract Compliance has primary responsibility for ensuring contractor's compliance with the Affirmative Action provisions of the Los Angeles Administrative Code (LAAC).

**9. *How can a contractor maintain Affirmative Action Program effectiveness and avoid the***



***perception of preferential selection?***

Establish unambiguous, explicit and focused qualification criteria to be used in selection and promotion decisions. Communicate these requisite criteria clearly and assure that the selection procedures are perceived as fair and non-discriminatory by all employees and applicants for employment.

***10. What is "Underutilization"?***

Underutilization means having fewer minorities, women or other employees in a particular category that would reasonably be expected by their availability in the labor force in a relevant geographic area as indicated in the latest available data, principally from the United States Bureau of Census.

***11. What is a City Awarding Authority?***

A City awarding authority is any Board of Commissioners, any authorized departmental employee or any Office of the City, including the Purchasing Agent, who enters into any contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

***12. Is EEO/AA approval required for media advertising services (print and video) when requested by a city department to run public information ads?***

This approval is not required for services for special circumstances or urgent necessity.

***13. When is a project defined as federally funded?***

A project is defined as federally funded or federally assisted when the contract between the City and the prime contractor indicates that all or a portion of the funds will be from federal sources and must comply with federal guidelines including the Davis-Bacon Act.

***14. Why is the City of Los Angeles' EEO/Nondiscrimination/Affirmative Action Program not affected by Proposition 209?***

The City's program eliminated specific goals and quotas for hiring minority and women workers. Instead, the City defined levels of anticipated utilization of minority, women and other staffing for a particular project based on the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles area.

***15. A prime contractor wants to get a subcontractor to perform part of a project that has already started; is this allowed and what is the procedure to be followed to get approval?***

The contractor should request approval through the Bureau of Contract Administration; contact Special Research & Information at the main office, phone 580-5012.

***16. Where can we find a list of debarred contractors and vendors?***

Go to [www.lacity.org/bidresp](http://www.lacity.org/bidresp). At the bottom of the page is a link to "debarred contractors" which is updated periodically by the Office of the City Administrative Officer (CAO).

***17. Does another city, state or county agency need to submit an EEO/Affirmative Action plan to the city of Los Angeles?***

No. LAAC Sec. 10.9(a) provides that contracts are exempt from Mandatory Provisions Pertaining to Non-discrimination in Employment if: (a) *The party to the contract, other than the City, is a governmental entity as the United States, the State of California, a*

*county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.*

- 18. *Who is responsible in monitoring the Americans with Disabilities Act (ADA) requirement which is included in the pre-bid / pre-proposal documents?***

The awarding agency ultimately is responsible for ensuring compliance with all provisions of the contract.

- 19. *How do we verify a contractor's information; such as address, phone number, etc.?***

Go to the state license board's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

- 20. *Is a company located outside of the USA and is doing business as only a vendor exempted from signing the City's plan?***

Not in all cases. The City's Affirmative Action Program provisions apply to work or services performed or materials manufactured or assembled in the United States.

- 21. *I find it unnecessary to fill out the Monthly Ethnic Composition of Work Force because our company already hires workers of different ethnic background; is this form required for the project?***

Yes. Although the City's program does not grant any preferences in hiring workers, this report demonstrates the effectiveness and measurable results of successful good faith and outreach efforts in the distribution of public funds.

- 22. *Are Trade Association Plan and EEO/AA Plan as Part of a Collective Bargain Agreement acceptable to be submitted as a contractor's EEO/AA Plan?***

No. The year 2000 revision of the Los Angeles Administrative Code eliminated these types of plans as acceptable.



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FOR CONSTRUCTION PROJECTS (L.A. County Only)																	
	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																	
Brick Layers																	
Carpenters																	
Electricians																	
Guniters																	
Iron Worker																	
Laborers																	
Operator Engineers																	
Painters																	
Pipe Trades																	
Plasters / Cement Masons																	
Sheet Metal Workers																	
Teamsters																	
Clerical																	
Supervisory																	
TOTAL																	

FOR NON-CONSTRUCTION PROJECTS																	
	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F	
OCCUPATION																	
Official &Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Office / Clerical																	
Semi-Skilled																	
Laborers (Unskilled)																	
Service Workers																	
TOTAL																	

Employment statistics were obtained from:

Available Records Visual Check Other (Specify) \_\_\_\_\_

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or More and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

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- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.



**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**  
**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**

**1. Construction Contracts Included.**

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority\*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

\*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

**2. Anticipated Utilization.**

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

**3. An Affirmative Action Plan.**

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

**a. Recruit and make efforts to obtain such employees through:**

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

**b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.**

**c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.**

**d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.**

**e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**



- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
  4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
    - a. Recruit and refer minority, women and other employees to such programs;
    - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
    - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
  5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
  6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
    - a. What steps were taken, how and on what date.
    - b. To whom those efforts were directed.
    - c. The responses received, from whom and when.
    - d. What other steps were taken or will be taken to comply and when.
    - e. Why the contractor has been or will be unable to comply.
  7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
  8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
  9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
  10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
  11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
  12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
  13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
  14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.
- By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICER'S SIGNATURES

\_\_\_\_\_  
FIRM NAME

A-7

\_\_\_\_\_  
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

**APPENDIX II - LIVING WAGE AND SERVICE CONTRACTOR WORKER  
RETENTION ORDINANCES**

## **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in the Attachment/Appendix.

**CITY OF LOS ANGELES  
LIVING WAGE ORDINANCE  
(Los Angeles Administrative Code Section 10.37 et seq.)**

**1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

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**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

#### **11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$415,488 (effective July 1, 2006). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

#### **12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).

## **LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)).** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

### LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

**3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$391,637 (adjusted July 1, 2004). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
  - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
  - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.



## LWO EXEMPTION APPLICATION

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 847-1922 – Fax: (213) 847-2777

### **LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

#### **SECTION 1: CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

#### **SECTION 2: DEPARTMENT AND CONTRACT INFORMATION**

Department Awarding Contract: \_\_\_\_\_ Contract # (if any): \_\_\_\_\_  
Name of Department Contact: \_\_\_\_\_ Department Phone: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Purpose/ Service Provided: \_\_\_\_\_

#### **SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested.)

- ☐ **Collective Bargaining Agreements (LAAC 10.37.12):** Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.

**Required documentation:** A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.

- ☐ **Occupational License (LAAC 10.37.1(f)):** Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

**Required documentation:** A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- ☐ **Other - Cite the LWO code section:** \_\_\_\_\_

**Required documentation:** Submit a memorandum explaining the basis for the request for application for exemption.

#### **SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
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Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.

FOR OCC USE ONLY		
Approved / Not Approved – Reason:	By OCC Analyst:	Date:

**LWO NON-PROFIT/ONE-PERSON**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 600 South Spring Street, Suite 1300  
 Los Angeles, CA 90014  
 Phone: (213) 847-6480 – Fax: (213) 847-5566

**NON-PROFIT/ONE-PERSON CONTRACTOR CERTIFICATION OF EXEMPTION FROM LIVING WAGE**

Non-profit organizations organized under IRS Code Section 501(c)(3) and contractors with no employees may be exempted from the Living Wage Ordinance (LWO) by completing this Certification and submitting it to the Awarding Department. No approval by the Office of Contract Compliance (OCC) is necessary so long as contractors meet all of the exemption requirements. However, this Certification is valid only for the listed contractor during the performance of this contract. A new Certification will be required for each City agreement. Further, a subcontractor performing work on this contract is not exempt unless the individual subcontractor qualifies (and is approved, if necessary) for a separate exemption.

**INSTRUCTIONS:** Complete the information in Section 1, select an exemption basis listed in Section 2 (and provide the required information if you are 501(c)(3)), sign in Section 3, and submit it to the City department awarding the contract.

**SECTION 1: CONTRACT AND CONTRACTOR INFORMATION**

City Department Awarding Agreement: \_\_\_\_\_ Name of Dept. Contact: \_\_\_\_\_  
 Services to be Provided: \_\_\_\_\_  
 Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: EXEMPTION BASIS** (Check one of the options provided below.)

- ☐ **501(c)(3) Non-Profit Organizations (LAAC 10.37.1(g)):** A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. The exemption is valid for all employees except Child Care Workers. Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." This is read broadly so that the term would include, for example, tutors working with children 12 or under. **Provide all information requested below.**

IRS 501(c)(3) Number: \_\_\_\_\_ Attach a copy of your 501(c)(3) letter from the IRS.

Hourly wage of **lowest paid** employee in the organization: \$ \_\_\_\_\_ Lowest hourly wage multiplied by 8: \$ \_\_\_\_\_

Hourly wage of **highest paid** employee in the organization: \$ \_\_\_\_\_ Must be less than eight times the lowest paid wage.

Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ NO ☐ YES

- ☐ **One-Person Contractors (LAAC 10.37.1(f)):** Contractors that have no employees are exempt from the LWO. By checking this option and signing the Declaration Under Penalty of Perjury below, you certify that you have no employees. **If you have employees in the future, you must comply with the Ordinance.**

**SECTION 3: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY**

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

\_\_\_\_\_  
 Name (Print) Signature Title Date

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the Office of Contract Compliance web site at [www.lacity.org/bca/](http://www.lacity.org/bca/).

### **APPENDIX III - EQUAL BENEFITS AND SLAVERY DISCLOSURE ORDINANCES**

## **Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_ for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three (3) pages) contained in the Attachment/Appendix. The Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in the Attachment/Appendix but should be submitted only if applicable. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Bidder/Proposer that is selected for award of a contract.

**CITY OF LOS ANGELES  
EQUAL BENEFITS ORDINANCE  
(Los Angeles Administrative Code Section 10.8.2.1)**

**1. What is the Equal Benefits Ordinance?**

The Equal Benefits Ordinance (EBO) requires that City contractors who provide benefits to employees with spouses must provide the same benefits to employees with domestic partners.

**2. What types of agreements are covered by the Ordinance?**

The Ordinance covers any City agreement over \$5,000. This includes agreements for grants, services, the purchase of goods, construction, and leases.

**3. When does the Ordinance become applicable?**

The original Ordinance became effective on January 1, 2000. The original Ordinance was applicable mostly to service contracts and leases of City property. However, in February 2003, the Ordinance was amended to also cover competitively bid contracts such as construction and procurement contracts. Because of the amendment, the Ordinance applies to competitively bid contracts amended after April 1, 2003 and competitive bids released after May 1, 2003.

**4. Are agreements entered into before the effective date of the Ordinance affected?**

In general, agreements executed prior to January 1, 2000 become subject to the Ordinance if they are amended, modified, or renewed after January 1, 2000. For competitively bid agreements, the Ordinance becomes applicable if they are amended, modified, or renewed after April 1, 2003. At the time of amendment, modification, or renewal, the awarding authority must incorporate the requirements of the Ordinance into the agreement.

**5. Who is covered by the Ordinance?**

The Ordinance applies to the following:

- Any contractor that has an agreement with the City.
- All of the City contractor's other operations located within the City limits, even if those operations are not involved in the City agreement.
- Any of the contractor's operations if it is on property owned by the City, or on property that the City has a right to occupy.
- The contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the subject City agreement.

## **6. What is a covered contractor required to do under the Ordinance?**

The Ordinance requires the contractor to:

- Certify that equal benefits will be provided to employees with spouses and to employees with domestic partners.
- Post a copy of the following statement in an area frequented by employees: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."
- Allow the City access to records so that the City can verify compliance with the Ordinance.

## **7. Are subcontractors also covered?**

This depends on when the prime contractor's agreement with the City became subject to the Ordinance. If the prime contractor's agreement with the City became subject to the EBO between January 1, 2000 and March 31, 2003, subcontractors working on the agreement are subject to the requirements of the EBO. If the prime contractor's agreement with the City became subject to the EBO after April 1, 2003, subcontractors working on the agreement are not subject to the EBO.

## **8. What benefits are included?**

The Ordinance applies to all benefits offered by an employer. This includes, for example, bereavement leave, family medical leave, medical, dental, and vision benefits, membership or membership discounts, moving expenses, travel and relocation benefits, and retirement plans.

## **9. How does the Ordinance define a "domestic partner"?**

"Domestic partner" means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the Domestic Partners.

## **10. What if the actual cost to a contractor of providing a benefit to an employee's domestic partner is more than the cost of providing the benefit to an employee's spouse?**

In that case, the contractor may require that the benefit will be provided to the employee's domestic partner only if the employee agrees to pay for the extra cost of the benefit. The contractor may do the same if the actual cost to the employer of providing a benefit to an employee's spouse is more than the cost of providing the benefit to an employee's domestic partner.



### **11. What happens if a contractor is found to be in violation of the Ordinance?**

The City may take the following steps:

- The contractor may be deemed to be in material breach of the City agreement.
- The agreement may be canceled, terminated, or suspended, in whole or in part.
- The City may also retain money due to the contractor
- The contractor may be deemed a non-responsible bidder and disqualified from contracting with the City under the Contractor Responsibility Ordinance.
- The City may pursue other legal remedies.

### **12. What happens if a subcontractor is found to be in violation of the Ordinance?**

Because the contractor is responsible for making sure that all its subject subcontractors comply with the Ordinance, the enforcement actions listed in the previous answer may be applied to the contractor if the subcontractor is found to be in violation. See the response to question number seven regarding which subcontractors are subject to the EBO.

### **13. Are there any exceptions or waivers to the Ordinance?**

An awarding authority may apply to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) for a waiver in the following situations:

- The contractor is the only provider of a needed good or service.
- The contractor is the only bidder or contractor willing to enter into an agreement with the City for use of City property.
- The agreement is necessary to respond to an emergency situation that endangers the public health or safety, and no contractor that complies with the law is immediately available.
- The agreement involves specialized litigation as certified by the City Attorney's Office.
- The contractor is a public entity providing a good, service, or access to real property that is not available from any other source.
- The contractor is a public entity and the good or service is necessary to serve a substantial public interest
- The application of the Ordinance would conflict with the terms or conditions of a grant agreement with a public agency.
- The agreement is essential to the City or the City's residents and no other contractor that complies with the Ordinance is available.
- The agreement is for a bulk purchasing agreement through City, federal, state, or regional entities that reduce the City's purchasing cost.
- The agreement involves the investment of certain types of monies, or instances in which the City will incur a financial loss that would violate the Treasurer's or City Administrative Officer's fiduciary duties.

**14. What If a contractor is subject to a collective bargaining agreement?**

The Ordinance does not apply to a collective bargaining agreement (CBA) that was in effect prior to the Ordinance becoming applicable to the Contractor. However, in order to contract with the City, the contractor must agree that if the CBA is subsequently amended, extended, or otherwise modified, the contractor will propose to the union that the requirements of the Ordinance be incorporated into the CBA. If the contractor agrees to do so, the contractor may be granted Provisional Compliance status allowing the contractor to begin working on the City agreement. When the Provisional Compliance status expires, the contractor must verify for the City the steps taken to come into compliance with the EBO.

**15. Who is responsible for administering and enforcing the requirements of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-1922, or go to the OCC website at [www.lacity.org/bca](http://www.lacity.org/bca).

**16. Where can a domestic partnership be registered?**

Many governmental agencies offer domestic partnership registries. Two local governmental entities that offer such registries include the County of Los Angeles and the City of West Hollywood.

**Los Angeles County**

Couples may file a Statement of Domestic Partnership with the Los Angeles County Department of Registrar-Recorder/County Clerk. The County registry is available to same sex and different sex couples. Couples must both be 18 years of age or older and at least one partner must reside or work within Los Angeles County.

For additional information, contact the Registrar-Recorder/County Clerk at (562) 462-2060. The Los Angeles County Department of Registrar-Recorder/County Clerk webpage at <http://regrec.co.la.ca.us/scripts/partnership.htm> contains information on where to file a Statement of Domestic Partnership and forms that can be downloaded.

**City of West Hollywood**

Couples may apply for Domestic Partnership registration with City of West Hollywood's Office of the City Clerk. The City of West Hollywood registry is available to couples of the same and different sex. The couple need not work in nor reside in West Hollywood to register.

For additional information, couples may contact the City of West Hollywood's Office of the City Clerk at (323) 848-6332. The City of West Hollywood's website at [www.weho.org](http://www.weho.org) contains information on Domestic Partnership status and forms that can be downloaded.

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS**

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
  - b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
  - c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).  
**Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.**
  3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
  4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

**COMPLIANCE**

**CITY OF LOS ANGELES**  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
 Phone: (213) 847-1922 - Fax: (213) 847-2777

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: \_\_\_\_\_ Contact/Phone: \_\_\_\_\_

**SECTION 1. CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I am a one-person contractor, and I have no employees. ☐ Yes ☐ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: \_\_\_\_\_

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No  
 If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company **currently** provides to employees or to which your employees have access. **Provide information for each benefits carrier if your employees have access to more than one carrier.** Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit Is Not Offered to Employees	This Benefit Is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
<b>1</b>	<b>Health Insurance (List Name of Carrier(s))</b>				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
<b>2</b>	<b>Dental Insurance (List Name of Carrier(s))</b>				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
<b>3</b>	<b>Vision Plan (List Name of Carrier(s))</b>				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4</b>	<b>Pension/401(k) Plans</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5</b>	<b>Bereavement Leave</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6</b>	<b>Family Leave</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7</b>	<b>Parental Leave</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8</b>	<b>Employee Assistance Program</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>9</b>	<b>Relocation &amp; Travel</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>10</b>	<b>Company Discount, Facilities &amp; Events</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>11</b>	<b>Credit Union</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>12</b>	<b>Child Care</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>13</b>	<b>Other:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>14</b>	<b>Other:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID Number

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE**

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

**Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

**Pension/401(k) Plans:** Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

**Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent-in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

**Employee Assistance Program (EAP):** The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

**Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.

## REASONABLE MEASURES

### CITY OF LOS ANGELES

Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance

1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

#### **APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE**

Name of Company	Federal ID Number
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Street Address	City,	State	Zip
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Contact Person/Title	Telephone Number	Fax Number
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Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). **To apply, contractors must submit:**

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

#### **ACKNOWLEDGEMENT REGARDING APPLICATION**

**I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

Name of Signatory (Print)	Signature	Title	Date
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## PROVISIONAL COMPLIANCE

### CITY OF LOS ANGELES

Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance

1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015

Phone: (213) 847-1922 - Fax: (213) 847-2777

### APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

**COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE.** Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

#### **A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS**

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

                     - Date domestic partner (same and different sex) coverage will become effective.

**You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.**

#### **B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION**

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

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If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

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## PROVISIONAL COMPLIANCE

### C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

**Required Information:** Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: _____	Start date: _____	End date: _____
Name of Bargaining Unit: _____	Start date: _____	End date: _____
Name of Bargaining Unit: _____	Start date: _____	End date: _____

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

**When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.**

**By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.**

Name of Signatory (Print)	Signature	Title	Date
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3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

**Required documentation:** A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

**EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT:** This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

#### DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

Name of Company	Name of Signatory (Print)	Signature	Title
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## CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement \_\_\_\_\_ Department Contact Person \_\_\_\_\_

### AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, \_\_\_\_\_, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Street Address	City	State	Zip

3. Has the Company submitted the SDO Affidavit previously? ☐ NO ☐ YES Date of prior submission: \_\_\_\_\_  
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in \_\_\_\_\_ (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

\_\_\_\_\_ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

\_\_\_\_\_ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

#### DEFINITIONS

**Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

## **APPENDIX IV - CONTRACTOR RESPONSIBILITY ORDINANCE**

## **Contractor Responsibility Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Bidders/Proposers shall refer to Appendix/Attachment \_\_\_\_, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix/Attachment. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive.

**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
(Los Angeles Administrative Code Section 10.40 et seq.)

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

**3. Who is responsible for the administration and enforcement of the Ordinance?**

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

## **5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

## **6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

## **7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

## **8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

## **9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

#### **10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

#### **11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

#### **12. What happens during the 14 calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

#### **13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

#### **14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

#### **15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

#### **16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

#### **17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

#### **18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

#### **19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.



- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**APPENDIX V - MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM**

**BOARD OF PUBLIC WORKS MINORITY BUSINESS ENTERPRISE  
(MBE)/WOMEN BUSINESS ENTERPRISE (WBE)/OTHER BUSINESS  
ENTERPRISE (OBE)  
SUBCONTRACTOR OUTREACH PROGRAM  
FOR A PERSONAL SERVICES CONTRACT**

All documentation must be submitted with the RFP response to:

Miguel Zermeno, Project Manager  
Bureau of Sanitation  
Solid Resources Support Services Division  
1149 South Broadway, Suite 800  
Los Angeles, CA 90015

**Failure to submit the required documentation with the RFP response will render the response non-responsive.**

The Board of Public Works overall anticipated levels of

MBE Participation:	20%
WBE Participation:	6%

Note: Subcontractor Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance at (213) 847-1922 or by e-mail to [BCA.GFEhelp@lacity.org](mailto:BCA.GFEhelp@lacity.org)

**DEPARTMENT OF PUBLIC WORKS' POLICY  
MINORITY BUSINESS ENTERPRISE (MBE)/WOMEN BUSINESS  
ENTERPRISE (WBE)/OTHER BUSINESS ENTERPRISE (OBE)  
SUBCONTRACTOR OUTREACH PROGRAM  
FOR A PERSONAL SERVICE CONTRACT**

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by consultants on personal services contracts with an estimated value over \$100,000 in regards to the City's MBE, WBE and OBE Subcontractor Outreach Program. In general, this policy provides that Proposers for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs and OBEs. Failure to demonstrate a good faith effort to comply with the indicators will render the proposal non-responsive. Also, penalties may be assessed by the City after contract award if MBE/WBE/OBE utilization as agreed to by the consultant is not met during the life of the contract.

**A. GENERAL**

This policy statement explains how the City's MBE, WBE, OBE Subcontractor Outreach Program, as called for in the Mayor's Executive Directive 2001-26 will be administered within the Department of Public Works for personal service contracts. Hereinafter, the Program will be referred to as "Subcontractor Outreach Program". The Department is committed to ensuring full and equitable participation by minority, women, and other businesses in the provision of all goods and services to the Department on a contractual basis. This Subcontractor Outreach Program is set forth in this policy statement. Proposers to this department shall be fully informed concerning the requirements of this Program.

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration at (213) 847-1922 or by e-mail at [bca.gfehlp@lacity.org](mailto:bca.gfehlp@lacity.org)

**B. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

- b. A business whose management and daily business operations are controlled by one or more minority persons or women.
- 2. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which does not otherwise qualify as a Minority or Women Business Enterprise.
- 3. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian American (including persons whose origins are from India, Pakistan and Bangladesh).
- 4. Certification as a Minority or Women Business Enterprise: An MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California, Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (METRO); or 4) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements. Certification must be current **on the date the Board of Public Works awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE/WBE participation on this contract. Additionally, certification credit may also be given for subconsultants who become certified during the life of the contract. However, their credit towards the anticipated levels of MBE/WBE participation will commence the day they become certified.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

a. City of Los Angeles

The Office of Contract Compliance, Suite 300, 1149 S. Broadway St.,  
Los Angeles, CA 90015

Telephone: (213) 847-1922 Fax: (213) 847- 2777

Internet address: <http://www.lacity/bca>

b. CalTrans

State of California, Department of Transportation, Civil Rights Group,  
1823 14<sup>th</sup> Street, Sacramento, CA 95814

Telephone: (916) 324-1700 To order a directory, call (916) 445-3520

Internet address: <http://www.dot.ca.gov/hq/bep/>

c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity department, 1 Gateway Plaza, Los Angeles, CA  
90012

Telephone: (213) 922-2600 Fax: (213) 922-7660

5. Good Faith Effort Documentation: *Prior to proposal submittal* the proposer must take affirmative steps to assure that minority and women owned and controlled businesses are considered along with other business enterprises whenever possible as sources of supplies and services. Affirmative steps for Good Faith Effort Documentation are outlined in Paragraph C herein. The Good Faith Effort Documentation must be submitted with the proposal. Failure to submit the Good Faith Effort Documentation will render the proposal non-responsive.
6. Personal Services Contracts: Contracts for professional services whose consultant selection is based on technical proposals and/or qualifications rather than through the competitive bid process.
7. Subconsultant: For the purpose of this program, the term "Subconsultant" denotes an agreement between the prime consultant and the individual, firm or corporation (MBE/WBE/OBE) for the performance of a particular portion(s) of the work and the completion of which the consultant is obligating itself.
8. Participation Recognition:
  - a. Work performed by a prime consultant will not be considered for credit in computing the anticipated levels of MBE/WBE participation established by the Board of Public Works for this project. The prime consultant will be required to make good faith efforts to obtain reasonable anticipated participation levels through subconsulting or materials and supplies acquisition.
  - b. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the anticipated levels of MBE/WBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - c. MBE/WBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

- d. A firm which qualified as both a MBE and A WBE will be credited as MBE participation or as WBE participation, but will not be credited for both.
- e. A second tier subconsultant who is added to this contract as a result of the Good Faith Effort outreach performed by one of the first tier subconsultants as specified in Paragraph E herein. Credit towards the MBE/WBE pledged participation levels shall be awarded so long as the first tier subconsultant is not a certified MBE and/or WBE.

### **C. GOOD FAITH EFFORT DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts with an estimated value of greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for an participate in City contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving the following indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100n Good Faith Effort evaluation points will render the bid non-responsive an will result in its rejection. *Good faith Effort documentation is required even if the proposer has achieved the anticipated MBE/WBE participation levels.*

Indicator	Points
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total:	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (partial credit will not be granted).

1	<b>LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION</b>	No Points
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The proposer made a good faith effort to obtain participation by MBEs, WBEs and OBEs which could reasonably be expected by the Board of Public Works to produce a level of participation by interested subconsultants, including 20 percent MBE and 6 percent WBE.

2	<b>ATTENDED PRE-BID MEETING</b>	10 Points
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded.

**Required Documentation:** An employee of the proposer's company must attend the pre-proposal meeting and be listed on the attendance sheet. Credit may not be given if the employee arrives late or fails to sign the pre-bid meeting attendance roster.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>	10 Points
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The proposer identified and selected specific items of the project to be performed by subconsultants in order to provide an opportunity for participation by MBEs, WBEs, and OBEs. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs and OBEs.

**Required Documentation:** Proof of this must be demonstrated in either Indicator 4 or 5.

4	<b>ADVERTISEMENT</b>	9 Points
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The proposer advertised for subproposals or bids from interested business enterprises not less than **ten (10) calendar days** prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Board of Public Works

**Required Documentation:** A copy of the advertisement and a proof of publication affidavit or other verification which confirms the date the advertisement was published.

**Note:** The advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. It should include the City of Los Angeles project name, name of proposer, areas of work available for subconsulting, and a contact person's name and telephone number, information on



the availability of plans and specifications and the proposer's policy concerning assistance to subconsultants in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents. Close scrutiny will be given to the circulation of any publication.

5	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>	15 Points
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The proposer provided written notice\* of its interest in receiving subconsultant proposals to those business enterprises, including MBEs, WBEs and OBEs, having an interest in participating in such selected work. All notices of interest shall be provided not less than **ten (10) calendar days** prior to the date the proposals are required to be submitted. In all instances, proposer is to document that information concerning its interest in sub-proposer work was sent to available MBEs, WBEs and OBEs for each item of work to be performed.

**Required Documentation:** A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number.

\* This written notice can be used to satisfy Indicator Nos. 3, 7, and 10.

#### CERTIFICATION AGENCIES

(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories.)

City of Los Angeles

Bureau of Contract Administration	(213) 847-1922
Office of Contract Compliance	(213) 847-2777 Fax
1149 S. Broadway St., Suite 300	<a href="http://www.lacity.org/bca">http://www.lacity.org/bca</a>
Los Angeles, CA 90015	

CalTrans

State of California, Department of Transportation	(916)324-1700
Civil Rights Group	<a href="http://www.dot.ca.gov/hq/bep/">http://www.dot.ca.gov/hq/bep/</a>
1823 14 <sup>th</sup> Street	
Sacramento, CA 95814	

Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department	(213) 922-2600
1 Gateway Plaza	(213) 922-7660 Fax

Los Angeles, CA 90012

6	<b>FOLLOW-UP ON INITIAL SOLICITATION</b>	10 Points
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The proposer documented efforts to follow up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project not less than **three (3) calendar days** prior to the date the proposals are required to be submitted.

**Required Documentation:** A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Proposer must follow-up with all subconsultants to whom they sent letters (Indicator No. 5).

**Note:** The proposer is encouraged to use this telephone log to document any calls received from potential subconsultants.

7	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>	5 Points
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The proposer provided interested subconsultants with information about the project scope, services requested, and other requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4 or 5, information detailing how, where and when the proposer will make the required information available to interested subconsultants.

8	<b>CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS</b>	10 Points
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The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than **15 calendar days** prior to the submission of the proposals. Any legitimate association concerning MBE, WBE or OBE activities not on the following list may also be contacted for this purpose.

**Required Documentation:** A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number.

**Note:** In addition to contacting recruitment agencies for an MBE and WBE list, proposers are required to contact OBEs and include them in their GFE outreach as stated in Indicator 5.

#### RECRUITMENT/PLACEMENT ORGANIZATION

Mayor's Office of Housing and Economic Development  
 Minority Business Opportunity Center (MBOC) (213) 978-0671  
 200 N. Spring Street, 13<sup>th</sup> Floor (213) 978-0690 Fax  
 Los Angeles, CA 90012 <http://www.lamboc.org>  
 Attn: David Mora, Director

National Center for American Indian Enterprise Development (NCAIED)  
 11138 Valley Mall, Suite 200 (626) 442-3701  
 El Monte, CA 91731 (626) 442-7115 Fax  
 Attn: George Bissonette, Acting Project Director <http://www.ncaied.org>

Latin Business Association (LBA)  
 120 South San Pedro Street, Suite 530 (213) 628-8510  
 Los Angeles, CA 90012 (213) 628-8509 Fax  
 Attn: Jack Ochoa <http://www.lbausa.com>

Black Business Association (BBA)  
 P.O. Box 43159 (323) 291-9334  
 Los Angeles, CA 90043 (323) 291-9234 Fax  
 Attn: Earl "Skip" Cooper <http://www.bbala.org>  
 Email: [bbala@earthlink.net](mailto:bbala@earthlink.net)

Asian Business Association (ABA)  
 120 S. San Pedro Street, Suite 523 (213) 628-1ABA  
 Los Angeles, CA 90012 (213) 628-3222 Fax  
 Attn: Dee Castro, Administrative Assistant <http://www.aba-la.org>  
 Email: [info@aba-la.org](mailto:info@aba-la.org)

National Association of Women Business Owners (NAWBO) (213) 622-3200  
 900 Wilshire Blvd., Suite 404 (213) 622-6659 Fax  
 Los Angeles, CA 90017 <http://www.nawbola.org>  
 Attn: Helen Han, Executive Director Email: [info@nawbola.org](mailto:info@nawbola.org)

**Note:** Although e-mail addresses have been provided for most of the outreach organizations, it should be noted that no credit will be awarded for Indicator Number 8 if the letters are sent to the organizations via e-mail.

9	<b>NEGOTIATED IN GOOD FAITH</b>	26 Points
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The proposer negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise.

**Required Documentation:** a) Copies of all MBE/WBE/OBE proposals or quotes received; and b) Summary sheet organized by work area, listing proposals received from all MBE/WBE/OBE subconsultants, the subconsultant selected for that work area, and a

brief reason given for selection/non-selection as a subconsultant. If the proposer elects to perform a listed work are with its own staff, include an explanation.

10	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>	5 Points
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The proposer documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4 or 5, information about the proposer's efforts to assist with bonds, lines of credit and insurance.

**D. CONTRACT NEGOTIATION**

The Board reserved the right to reject any and all proposals. The contract will be negotiated with the most responsive proposer who also complies with the requirements prescribed, and has demonstrated a good faith effort to do so to the satisfaction of the Board. Failure of the proposer to demonstrate a good faith effort to comply with the Subcontractor Outreach Program requirements will render the proposal non-responsive and disqualified from the selection process.

In the event that the Board considers a proposal non-responsive due to a failure to submit adequate good faith effort documentation, the Board shall afford the proposer an opportunity to defend the adequacy of its good faith effort submission prior to a public hearing. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Submission of omitted documentation after the proposal due date and time will not be allowed.

**E. SUBCONTRACTS**

1. Lead Subconsultants: The City expects the Proposer awarded this contract to require all of its first tier lead subconsultants (the construction contractor, the design engineer, the facility operator) to adhere to the City's MBE/WBE/OBE Subcontractor Outreach Program as follows:
  - a) The lead subconsultants shall be required to perform the same type of good faith effort that is outlined in Paragraph C herein prior to their commencing work on the contract.
  - b) It will be the responsibility of the Proposer and/or its first tier lead subconsultants to set the due date and time for receipt of second tier subconsultant proposals or quotes. The timelines specified in Paragraph C shall be calculated based on the set due date and time.
  - c) The proposer will evaluate the Good Faith Effort documentation and submit it, along with the proposer's evaluation to City staff for final approval prior to the respective first tier subconsultant commencing work on the contract.

- d) Final approval will be given by City staff unless it is found that the proposer did not properly evaluate the good faith effort documentation and/or the first tier subconsultant did not perform and document their MBE/WBE/OBE Subcontractor Outreach Program good faith effort as outlined in Paragraph C herein. City staff with expertise in the Subcontractor Outreach Program will be available to assist both the proposer and the first tier subconsultant through this process.
2. Substitution: The contract document requires that the proposer's levels of MBE/WBE/OBE participation, if any, shall be maintained throughout the duration of the contract. This shall include all participation obtained through the good faith effort performed by its first tier subconsultants. If the substitution of a subconsultant lowers the pledged levels of MBE/WBE/OBE participation, the Board of Public Works requires the consultant to demonstrate a good faith effort to provide MBE, WBE and OBE firms an equal opportunity to compete for the subcontracting work being substituted. All substitutions must have the Board of Public Works' approval.

**F. NON-COMPLIANCE**

The City will, when deemed appropriate, provide contract provisions relating to the proposer's failure to comply with their pledged levels of MBE/WBE/OBE participation. Under these provisions:

1. Retainage of up to ten percent (10%) shall be withheld when it is determined that the submitted MBE/WBE/OBE utilization projections (refer to MBE/WBE/OBE Utilization Profile, Schedule B) are not being met. Retainage would be released upon compliance with the utilization plan.
2. In the event of non-compliance, i.e., a consultant is not achieving the contractually agreed upon MBE/WBE/OBE levels of participation, the "retainage", or part thereof, shall be assessed by the City as a penalty and/or the contract terminated.

**G. SUBMITTAL DOCUMENTS**

1. MBE/WBE/OBE Information Form (Schedule A)

Proposers shall submit with their proposal the "MBE/WBE/OBE Subcontractors Information Form" provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the "MBE/WBE/OBE Utilization Profile" (Schedule B) when submitting an invoice to the City.

3. Final Subconsulting Report (Schedule C)

Upon completion of the contract, a summary of these records shall be prepared on the "Final Report of Subcontracting and Purchases" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for a consulting contract will be the responsible entity for proper implementation and monitoring of the policy, except as noted in Section 3.7.1 General Construction Requirements.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**APPENDIX VI - TAX REGISTRATION CERTIFICATE (TRC)**



CITY OF LOS ANGELES

# Office of Finance

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[Home](#) > [Business Taxes](#) > [General Information for Businesses](#) > [Business Tax Information FAQ](#)

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## Business Tax Information FAQ

The following information has been compiled to assist you with LAMC Section 21.03 (Imposition of Tax). This section requires that every person engaged in any trade, calling, occupation, vocation, profession or other means of livelihood in the City of Los Angeles, must obtain a Tax Registration Certificate (TRC) and pay the required business tax due, specified in Sections 21.50 to 21.198 of the Business Tax Ordinance. You are considered to be engaged in business in the City of Los Angeles when you physically perform work within the City of Los Angeles for seven (7) or more days per year. The Office of Finance is responsible for the collection of business taxes.

### Who is required to pay the tax?

Every person who engages in business within the City of Los Angeles is required to obtain the necessary TRC(s) and pay the business tax or obtain an exemption.

### How do I apply for a TRC?

You may contact us or visit one of our office locations. You may also apply now by filling out the form, saving it onto your desktop, and emailing it as an attachment to [CustomerService@finance.lacity.org](mailto:CustomerService@finance.lacity.org).

### How much will it cost?

In general, architects, engineers, and consultants, etc., are taxed under LAMC Section 21.190 (Professions and Occupations). The minimum business tax under Section 21.190 is \$106.43 per year or any portion of the year. Contractors (defined as persons who construct, alter, repair, etc., any building, highway, road or other structure) are subject to tax under LAMC Section 21.188. The minimum tax under Section 21.188 is \$177.38 per year or any portion of the year. There are numerous other categories. Please go to the New Business Tax Rates page for more information.

### When do I have to file a renewal?

The business tax renewal filing is due on January 1st and delinquent on the first business day of March. The amount of business tax due is based on your gross receipts generated during the previous reporting period, subject to applicable reductions under City Clerk Rulings.

### Why does it seem like I am being 'double taxed' on my renewals?

You may be referring to an additional tax for the first year of business often referred to as the *BACKTAX*. When a new activity subject to tax is started it is required that the minimum tax be paid with the application. At the end of the first business tax calendar year or when the activity is terminated during the first calendar year of such activity, it is required that a statement of the entire first calendar year's gross receipts be filed and payment made of any tax due in excess of that paid at the time of the application. The tax for the first and second calendar years are each measured by the gross receipts of the first calendar year. Consequently, the tax for the first and second calendar year is always in the same amount.

### Is there a tax liability for a business located outside the City of Los Angeles doing business within the City of Los Angeles?

Yes. However, the application of certain City Clerk Rulings may lower your total tax liability.



**I am a new architect and have never been in business before. Are there any business tax exemptions for which I qualify?**

Yes. Effective January 1, 2001, a new business (excluding those listed below), shall be exempt from the applicable minimum tax for its first tax period of operation (LAMC Section 21.30). Commencing with the tax period ending on December 31, 2000, if a newly established business has less than \$500,000 of taxable gross receipts attributable to its first tax period of operation, it shall be exempt from any additional tax for said period of operation. This tax exemption excludes the following: (1) construction businesses as defined in LAMC Section 21.30 (a)2; (2) film producers as defined in LAMC Section 21.109; (3) any business which was engaged in business inside or outside of the City of Los Angeles during the preceding tax period and is engaged in business in the City during the current tax period.

To obtain the exemption, the Office of Finance must receive an application in a timely manner. Upon qualifying, a TRC and a letter of exemption will be mailed.

**I am a small business owner. Are there any exemptions available to me?**

Yes. Starting on January 1, 2006, a small business with \$50,000 or less of taxable and nontaxable gross receipts within and without the City, may qualify for a Small Business Exemption (LAMC Section 21.29).

To obtain the exemption, the Office of Finance must receive a renewal form in a timely manner. Upon qualifying, a letter of exemption will be mailed. For further information on the exemptions and requirements to qualify, please refer to our exemptions page.

**What are the penalties for not paying the business tax or obtaining the exemption?**

Failure to obtain the required TRC and/or pay all business taxes in a timely manner may subject the tax due to additional penalty and interest charges. There are also legal remedies that the City may seek.

**If I obtain the TRC or exemption, will my business then be legal?**

The issuance of a TRC and the payment of the business tax does not authorize the conduct or continuance of any illegal business or of a legal business in an illegal manner within the City of Los Angeles. The City has enacted regulatory ordinances in areas such as zoning, building safety, police, fire, hazardous material disclosure, sanitation, health, etc., which must be complied with in order to lawfully conduct a business

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**APPENDIX VII - SIGNED STATEMENT (GENUINE PROPOSAL)**

SIGNATURE AND AUTHORITY  
GENUINE PROPOSAL

“This proposal is genuine, and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from submitting a proposal; and the Proposer has not in a any manner sought by collusion to secure for themselves an advantage over any other Proposer.”

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

## **APPENDIX VIII - INSURANCE REQUIREMENTS, GUIDELINES AND FORMS**

## Insurance Requirements

Name: RFP Date: 11/16/06

Agreement/Reference: ALTERNATIVE TECHNOLOGIES PREMISED ON RESOURCE RECOVERY

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation</b> (Statutory Limit)/Employer's Liability	<u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Waiver of Subrogation in favor of City         </div> <div> <input type="checkbox"/> Longshore &amp; Harbor Workers  <input type="checkbox"/> Jones Act         </div> </div>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Premises and Operations  <input checked="" type="checkbox"/> Contractual Liability  <input checked="" type="checkbox"/> Independent Contractors  <input type="checkbox"/> </div> <div> <input type="checkbox"/> Collapse and Underground  <input checked="" type="checkbox"/> Products/Completed Operations  <input type="checkbox"/> Fire Legal Liability         </div> </div>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (if vehicle is used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hired Automobiles  <input type="checkbox"/> Non-owned Automobiles         </div> <div> <input type="checkbox"/> Owned Automobiles  <input checked="" type="checkbox"/> <u>State requirements</u> </div> </div>	
<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	<u>1,000,000</u>
Discovery Period <u>12 months</u>	
<input checked="" type="checkbox"/> <b>Property Insurance</b> to cover value of building (as determined by City or insurance company)	
<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> All Risk Coverage  <input type="checkbox"/> Extended Coverage  <input type="checkbox"/> Flood  <input type="checkbox"/> Earthquake         </div> <div> <input type="checkbox"/> Boiler and Machinery  <input type="checkbox"/> Debris Removal  <input checked="" type="checkbox"/> <u>Value of buildings</u> </div> </div>	
<b>Pollution Liability</b> <input type="checkbox"/>	
<b>Fidelity Bond</b> <b>Surety Bond</b> <b>Crime Insurance</b>	
<b>Other</b> <u>These are minimum requirements at the time of RFP. These amounts may change once the City determines which alternative technology method they will use.</u> <u>Provided to Miguel Zermeno</u>	

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** An **Insurance Industry Certificate of Insurance (such as an ACORD Certificate)** containing a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

#### Acceptable Alternatives to **Insurance Industry Certificates of Insurance**:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed **Insurance Industry Certificates of Insurance** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://www.lacity.org/cao/risk/index.htm>.

4. **Renewal** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://www.lacity.org/cao/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://www.imwis.com/citylosangeles.htm> or call (213) 327-0298 for more information.

**APPENDIX IX - STANDARD PROVISIONS FOR CITY CONTRACTS**



## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. Construction of Provisions and Titles Herein.**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Number of Originals.**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

### **PSC-3. Applicable Law, Interpretation and Enforcement.**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

### **PSC-4. Time of Effectiveness.**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;
- B. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;
- D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. Integrated Contract.**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. Amendment.**

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

**PSC-7. Excusable Delays.**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. Breach.**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any

representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. Waiver.**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-10. Independent CONTRACTOR/CONSULTANT.**

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

**PSC-11. Prohibition Against Assignment or Delegation.**

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

**PSC-12. Permits.**

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-13. Nondiscrimination and Affirmative Action.**

The **CONTRACTOR/CONSULTANT** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the

**CONTRACTOR/CONSULTANT** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

**PSC-14. Claims for Labor and Materials.**

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.**

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

**PSC-16. Bonds.**

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with

the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

**PSC-17. Indemnification.**

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

**PSC-18. Insurance.**

**A. General Conditions**

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named

insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

**CITY** reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

**PSC-19. Child Support Assignment Orders.**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

**CONTRACTOR/CONSULTANT** shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.**

- A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:
1. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
  2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.



4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
  5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further

make available to employees the forms required to secure advance EITC payments from employers.

**PSC- 21. Americans with Disabilities Act.**

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC- 22. Retention of Records, Audit and Reports.**

**CONTRACTOR/CONSULTANT** shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY's** representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

**PSC-23. Discount Terms**

**CONTRACTOR/CONSULTANT** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

**PSC-24. Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously

provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/ CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/ CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

**PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR**

**CONSULTANT/CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Minority, Women, And Other Business Enterprise Outreach Program**

**CONTRACTOR/CONSULTANT** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/ CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-27. Ownership**

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

**PSC-28. Equal Benefits Ordinance.**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650.”

- (2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- (3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- (4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

- (5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

**PSC 29 - Slavery Disclosure Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**APPENDIX X - LOS ANGELES RESIDENCE INFORMATION**

# Los Angeles Residence Information

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs that businesses generate and for the business taxes that they remit. The City Council, on January 7, 1992, adopted a motion (CF92-0021) that requires proposers to state the address of their headquarters, as well as, the percentage of their workforce residing in the City of Los Angeles.

**I. Organization:** \_\_\_\_\_

**II. Corporate or Main Office Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Total Number of Employees in Organization:** \_\_\_\_\_

**IV. Number of Employees who are Los Angeles City Residents:** \_\_\_\_\_

**V. Percentage of Employees who are Los Angeles City Residents:** \_\_\_\_\_ %

## **APPENDIX XI - LIST OF PERMITS**



The following table is intended as general guidance for solid waste thermal processing activities that intend to generate electricity, whether used on-site or for sale to the regional electric grid. Additional permits or approvals that are not listed may also be required.

Agency of Purview	Permit or Approval Required	Citation
Local Agencies		
Local Enforcement Agencies (LEA)	Issues solid waste facility permit and conducts inspections	Landfill, MRF / TS Permitting: <u>Public Resources Code (PRC), Sections 44001 and 44002</u> , Transformation Facility permitting: <u>PRC 44150</u>
County or City Planning Department	CEQA/NEPA compliance, conditional use permits (CUP), general plan update, zoning, siting	CEQA: Public Resources Code, starting at <u>Section 21000</u> ; CEQA Guidelines: <u>Title 14 CCR 15000</u>
Public Works, Solid Waste, Bureau of Sanitation and/or other department(s) responsible for integrated waste management planning	Countywide Integrated Waste Management Plan (IWMP) conformance findings, modifications and Amendments to the <u>Siting Elements, (Disposal Facility and/or Non-disposal Facility Elements)</u> of the Integrated Waste Management Plan	IMWP: <u>Public Resources Code section 41750</u> ; <u>Title 14, California Code of Regulations, section 18755-18756.7</u>
<u>Air Quality Management Districts (AQMD) or Air Pollution Control Districts (APCD)</u>	<u>Authority to Construct and Permit to Operate</u>	<i>Rules and Regulations / Permit Applications</i> , Published by Each Air District: <u>www.aqmd.gov/rules/reg</u>
Building Department	Building Permits	Los Angeles City Municipal Code and <u>L.A. City Amendments</u>
Fire Protection District	Fire Clearances	
Other Local Permits	Contact <u>CalGOLD</u> for on-line permit assistance	
State Agencies		
<u>California Integrated Waste Management Board (CIWMB)</u>	Concurs or objects to LEA issuance of Permit (or issues permit if jurisdiction has no LEA)	Landfill, MRF / TS Permitting: <u>Public Resources Code (PRC), Sections 44001 and 44002</u> , and Title 14 CCR. Transformation Facility permitting: <u>PRC 44150</u>
<u>California Energy Commission</u>	Power Plant Licensing, over 50 MWe; RPS Eligibility Certification	Legislation: <u>Senate Bill 1038</u> (SB 1038, Statutes of 2002, Chapter 515, Sher) – established Guidelines for implementing RPS
<u>California Public Utilities Commission (CPUC)</u>	Approval of RPS support for PPAs between eligible generators and purchasers	Legislation: RPS - <u>Senate Bill 1078</u> (SB 1078, Sher, Chapter 516, Statutes of 2002)

<a href="#">California Independent System Operator (Cal ISO)</a>	Interconnection Studies, Interconnection Agreements	FERC Conforming Electric Tariff, authorizing Cal ISO oversight: 112 FERC and 113 FERC: <a href="http://www.caiso.com/1791/1791a8ff1c7d0.html">http://www.caiso.com/1791/1791a8ff1c7d0.html</a>  Operating Procedures: <a href="http://www1.caiso.com/thegrid/operations/opsdoc/index.html">http://www1.caiso.com/thegrid/operations/opsdoc/index.html</a>
<a href="#">State Water Resources Control Board</a> (SWRCB)	Provides coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity <a href="#">Construction General Permit, 99-08-DWQ</a> .	Clean Water Act (EPA), Section 402: National Pollutant Discharge Elimination System (NPDES) <a href="http://www.epa.gov/owow/wetlands/laws/section402.html">http://www.epa.gov/owow/wetlands/laws/section402.html</a>
<a href="#">Regional Water Quality Control Boards</a> (RWQCB)	Waste Discharge Requirements (WDRs) National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit	<a href="#">Porter-Cologne Water Quality Control Act</a> - ( <i>California Water Code, Division 7. Water Quality</i> )
<a href="#">Air Resources Board</a> (ARB)	Oversight of AQMDs and APCDs	<a href="#">Cal Code of Regulations, Titles 13 and 17.</a>
<a href="#">Department of Toxic Substances Control</a> (DTSC)	Regulates hazardous waste permitting, enforcement and Unified Program activities to assure the safe storage, treatment, transportation and disposal of hazardous wastes.	<a href="#">Title 22 (Social Security), Division 4.5</a>
<a href="#">California Coastal Commission</a>	Regulate land and water uses in the coastal zone.	<a href="#">Coastal Act</a>
Other State Permits	Contact <a href="#">CalGOLD</a> for on-line permit assistance	
<b>Federal Agencies</b>		
<a href="#">Federal Energy Regulatory Commission (FERC)</a>	Determination of Qualified FACILITY (QF) status, per compliance with Public Utility Regulatory Policies Act. Conformance Findings and Amendments for Electric Tariff, authorizing Cal ISO grid oversight and scheduling.	QF: Part 205-292, PURPA; <a href="#">18 C.F.R. Part 292</a>  Conformance of Electric Tariff: 112 and 113 FERC
<a href="#">US Environmental Protection Agency (EPA)</a>	National Environmental Policy Act (NEPA), if project involves federal land, money or personnel	NEPA: <a href="#">42 U.S.C. 4321 et seq.</a>  <a href="http://ceq.eh.doe.gov/nepa/regs/nepa/nepaeqia.htm">http://ceq.eh.doe.gov/nepa/regs/nepa/nepaeqia.htm</a>

## **APPENDIX XII - PROPOSAL EXHIBITS**

**EXHIBIT A**  
**PROJECT PARTICIPANTS**

List the names and addresses of the specific companies or entities

1. Proposer:

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2. PROJECT GUARANTOR:

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3. DESIGN ENGINEER:

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4. Environmental Permitting:

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5. Construction Contractor(s):

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6. Operator(s):

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7. Other:

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**EXHIBIT B**  
**KEY PROJECT STAFF**

Provide a project organization chart that lists key project staff members for the PROPOSER and for Project Participants listed in Exhibit A. Include name, title, project role, and at least one example of a project where they have had a role similar to their role for the project proposed by PROPOSER.

**EXHIBIT C**  
**PROJECT GUARANTOR CERTIFICATION**

## **EXHIBIT D**

### **LIST OF MAJOR EQUIPMENT AND KEY DESIGN DATA**

Provide a list of major equipment and the main design information. List number and sizing data (i.e. throughput in short tons/day for shredder, furnace, thermal reactors, biological reactors (anaerobic or aerobic), and other technologies; MW generated under the specified technology). Major equipment includes, but it not limited to the following:

- FACILITY building size
- Tipping room size
- Refuse pit storage, days storage
- Grapple hook cranes
- Pre-processing equipment (crushers, trommels, screens, grinders, shredders, dryers, chippers, balers, magnetic, and eddy current separators)
- Metering bins
- Screw and rotary feeders
- Forced draft fans
- Moving grates
- Furnaces/boilers
- Combustion tubes or chambers
- Pyrolysis, gasification or plasma arc reactors
- Kilns
- Slag or bottom ash handling systems
- Emission control equipment (cyclones, spray dryer absorber, baghouse, activated carbon injection system, electrostatic precipitator)
- Selective catalytic reduction systems
- Steam turbine generators
- Reciprocating engines
- Gas turbines
- Heat recovery steam generators
- Induced draft fans
- Stacks
- Digester size and type
- Methane gas flow
- Sorting
- Dewatering process
- Biological reactor detention time
- Solid loading
- Others.

**EXHIBIT E**  
**SERVICE FEE AND ESCALATION METHODOLOGY**

List the proposed SERVICE FEE for the first year of operation and the basis for its calculation. List the methodology used for escalating the SERVICE FEE for subsequent years of operation.



**EXHIBIT F**  
**COST BREAKDOWN**

1. Complete the Cost Forms using the following assumptions:
  - a) Land cost @ \$1,000,000/acre
  - b) Cost of land is amortized over twenty (20) years at six (6) percent
  - c) The facility site 11 level, readily accessible and has adjacent utilities
  - d) All buildings, site improvements, and equipment amortized over twenty (20) years at six (6) percent
  - e) Cost of disposing of residual materials is \$50/ton
  - f) Power will be provided to the perimeter of the site at a cost of \$80/MWh
  - g) Water will be provided to the perimeter of the site for \$4 per hundred cubic foot
  - h) Natural gas will be provided at a rate of \$1.10 per therm
  - i) Operating and maintenance costs adjusted annually at a rate of three (3) percent
2. Provide a minimum 20-year pro-forma spreadsheet showing capital costs, operating costs, financing costs, revenues from product sales, and materials recovery.

## Price Breakdown for Engineering and Construction

### DOLLAR AMOUNTS

A.	Development	\$ _____
1.	Planning Expenses	\$ _____
2.	Design Expenses	\$ _____
3.	Construction Management	\$ _____
4.	Permitting	\$ _____
5.	Other	\$ _____
B.	Site Work	\$ _____
1.	Land	\$ _____
2.	Site Improvements	\$ _____
3.	Other	\$ _____
C.	Site Utility	\$ _____
1.	Water	\$ _____
2.	Sewer	\$ _____
3.	Power	\$ _____
4.	Other	\$ _____

D.	Buildings	\$ _____
1.	Receiving and Storage Building	\$ _____
2.	Process Building	\$ _____
3.	Product Storage Area	\$ _____
4.	Power Block (boilers, turbine, etc.)	\$ _____
5.	Utilities	\$ _____
6.	Other	\$ _____
E.	Equipment	\$ _____
1.	Material Processing	\$ _____
2.	Operational (reactor, boilers, turbine, air pollution control system)	\$ _____
3.	Odor, Environmental and Safety Controls	\$ _____
4.	Rolling Stock, Vehicles, etc.	\$ _____
5.	Other (Office, etc.)	\$ _____
F.	System Testing/Commissioning	\$ _____
G.	Miscellaneous Expenses	\$ _____
1.	Insurance	\$ _____
2.	Performance Bond	\$ _____
3.	Others	\$ _____
H.	Total FACILITY Construction Cost (Sum of A, B, C, D, E, F, and G)	\$ _____

## Annual Operating and Maintenance Expenses Breakdown

Based On \_\_\_\_\_ TPY MSW

A. Annual Labor Cost (Including Labor Fringes)

Total Annual Labor Cost \$ \_\_\_\_\_

B. Annual Materials Cost (Attach List)

Total Annual Materials Cost \$ \_\_\_\_\_

C. Annual Contract Services and Rental (Attach List)

Total Annual Contract Services and Rentals \$ \_\_\_\_\_

D. Annual Fuel Cost (Attach Assumptions)

Total Annual Fuel Cost \$ \_\_\_\_\_

E. Annual Residue Disposal Cost (Attach Supporting Data)

Total Annual Residue Disposal \$ \_\_\_\_\_

F. Annual Miscellaneous Expenses

1. Misc. G&A \$ \_\_\_\_\_

2. Insurance and Taxes \$ \_\_\_\_\_

Total Annual Miscellaneous Expenses \$ \_\_\_\_\_

- G. Annual Utility Expenses
- |                         |          |
|-------------------------|----------|
| 1. Electricity Subtotal | \$ _____ |
| 2. Water Subtotal       | \$ _____ |
| 3. Natural Gas          | \$ _____ |
| 4. Sewer                | \$ _____ |

Total Annual Utility Expenses \$ \_\_\_\_\_

H. Total Annual O&M Cost  
(Sum of A, B, C, D, E, F and G) \$ \_\_\_\_\_

### Annual Revenue Form

<u>Material/Product</u>	<u>Quantity</u>	<u>Unit Value</u>	<u>Annual Revenue</u>
Electricity	<u>MWh</u>	<u>\$50/MWh</u>	_____
Recyclable paper	<u>Short tons</u>	<u>\$ /ton</u>	_____
Recyclable ferrous metals	<u>Short tons</u>	<u>\$ /ton</u>	_____
Recyclable non-ferrous metals	<u>Short tons</u>	<u>\$ /ton</u>	_____
Recyclable glass	<u>Short tons</u>	<u>\$ /ton</u>	_____
Recyclable plastics	<u>Short tons</u>	<u>\$ /ton</u>	_____
Bottom ash	<u>Short tons</u>	<u>\$ /ton</u>	_____
Slag	<u>Short tons</u>	<u>\$ /ton</u>	_____
Char	<u>Short tons</u>	<u>\$ /ton</u>	_____
Metal shot	<u>Short tons</u>	<u>\$ /ton</u>	_____
Metal hydroxides	<u>Short tons</u>	<u>\$ /ton</u>	_____
Sulfur	<u>Short tons</u>	<u>\$ /ton</u>	_____
Gypsum	<u>Short tons</u>	<u>\$ /ton</u>	_____
Hydrochloric acid	<u>Short tons</u>	<u>\$/ton</u>	_____
Compost	<u>Short tons</u>	<u>\$/ton</u>	_____
Other products (by products)	<u>Units</u>	<u>\$/ton</u>	_____

Include all recyclables (paper, ferrous/nonferrous metals, glass, etc.) and by-products in pre-processing and post-processing activities.

**EXHIBIT G**  
**ENVIRONMENTAL GUARANTEES**

List all guarantees offered for air emissions, liquid discharges, and solid wastes.

**EXHIBIT H**  
**COMMITMENTS FOR PURCHASE OF BY-PRODUCTS**

Provide commitment letter from entity(ies) which is negotiating in good faith with PROPOSER to purchase recyclable, re-usable or other salable materials produced at the facility. The letter should show the name of the company, its location, and contact information, the type and quantity of material (annual basis) it expects to purchase, the intended use of the material, and the term (in years).



**EXHIBIT I**  
**COMMITMENT FOR POWER PURCHASE AGREEMENT**

Provide a commitment letter from the entity(ies) that is negotiating in good faith with PROPOSER in order to enter into a Power Purchase Agreement with for the sale of the electricity generated at the facility. The letter should show the name of the entity, its location and contact information, the capacity (in MW) it expects to purchase, the energy (in MWh) it expects to purchase on an annual basis, an the term (in years).

**EXHIBIT J**

**REFERENCE FACILITY AND PROPOSED FACILITY DATA TABLES**

## REFERENCE FACILITY TABLE

Data Requested	Description	Respondent's Information
Name of Respondent		
<b>General Info</b>		
Type of technology (Incineration, Pyrolysis, Gasification or Biological)	For all processes. Where applicable, include descriptions such as fixed bed, fluid bed, kiln, air-blown, oxygen-blown, anaerobic digestion, aerobic digestion or other biological units .	
Name/owner of process technology	Name and owner of process or technology. If licensing the process or technology, provide name of the owner of the process or technology.	
Owner/operator of facility		
Name/address of facility		
FACILITY contact information	Name of contact person, telephone and e-mail address	
Feed characteristics	For MSW, list % paper, plastics, metals, moisture, inorganics, etc.	
Raw MSW throughput, short tons/day	This for MSW delivered to the facility, prior to any processing	
Raw MSW throughput, tons/year	This for MSW delivered to the facility, prior to any processing	
Availability, last 5-years' average %	Availability = hours that the facility operated/8,760	
Downtime, most recent 12-month period	Number of days the facility was down for maintenance during most recent 12-month period (scheduled and unscheduled)	
Capital cost, \$	Include interest during construction; do not include cost of land	
Construction time, months	Construction time of facility, in months, from start of site clearing to start of operation	
Start-up date		
Area, acres		
O&M costs, last 5-years' average	Annual operating and maintenance costs for the facility (include labor and consumables such as water, chemicals, natural gas, propane, and fuel oil)	
O&M staffing	List total number and classification of staff; list number /shift	
<b>Raw MSW Receiving and Pre-Processing System</b>		
Throughput, short tons/day		
Recyclables removed from raw MSW stream	List types and short tons/day	
Rejects removed from raw MSW stream	List types and short tons/day	
% of Raw MSW Removed	(Recyclables + Rejects)/Raw MSW x 100%	
<b>Alternative Treatment Technology Unit Feedstock Feed System</b>		
Throughput, short tons/day		
Feedstock, as % of raw MSW	(Feedstock fed into the alternative treatment unit/Raw MSW delivered to the facility) x 100%	
Maximum feedstock size, inches	For feedstock fed into the alternative treatment unit	
Maximum feedstock moisture, %	For feedstock fed into the alternative treatment unit	
Feedstock, Btu/lb (HHV)	For feedstock fed into the alternative treatment unit	

Data Requested	Description	Respondent's Information
<b>Alternative Treatment Unit (Incineration, Pyrolysis, Gasification)</b>		
Number of modules	List number of operating and standby modules	
Module feedstock throughput, short tons/day	For MSW or processed feedstock fed into the alternative treatment unit, per module	
Module feedstock throughput, tons/year	For MSW or processed feedstock fed into the alternative treatment unit, per module	
Module dimensions, feet and inches	For all processes	
alternative treatment unit process temperature, °F	For all processes	
Syngas heating value, Btu/scf		
Water Use, gallons/day	For all processes	
Chemical additives, lbs/day	List names and amounts of chemicals, including those used for water treatment, emission control systems, etc.	
Oxygen use, short tons/day	For processes that utilize oxygen injection	
Fuel use	For processes that require natural gas, fuel oil, or other fuels for start-up, operation, and/or shutdown, list scfd or gallons per day and what it is used for	
<b>Gas Cleaning System</b>		
Dry scrubber by-products, lb/day	List each	
Wet scrubber by-products, lb/day	List each	
ESP by-products, lb/day	List each	
Baghouse by-products, lb/day	List each	
<b>Power Generation</b>		
Steam turbine-generator manufacturer	For systems that utilize steam turbine-generators	
Number of steam turbine-generators	For systems that utilize steam turbine-generators	
Steam turbine-generator, MW each (gross)	For systems that utilize steam turbine-generators	
Steam turbine-generators, MW total (gross)	For systems that utilize steam turbine-generators	
Engine generator or gas turbine manufacturer	For proposed systems that utilize reciprocating engines or gas turbines	
Number of engine generators or gas turbines	For proposed systems that utilize reciprocating engines or gas turbines	
Engine generator or gas turbine, MW each (gross)	For proposed systems that utilize reciprocating engines or gas turbines	
Engine generators or gas turbines, MW total (gross)	For proposed systems that utilize reciprocating engines or gas turbines	
Total internal load, MW	For all systems	
Net kWh/ton feedstock	Net power generation in kWh in one hour divided by the short tons of feedstock fed to the alternative treatment unit in one hour	
<b>By-products/Waste Products</b>		
Marketable By-products	List each and characterize, with daily production in short tons or gallons, as appropriate. List commercial use.	
Unmarketable by-products, solid wastes, and waste water	List each, daily production and disposal method	
Hazardous wastes	List each with daily quantities and disposal method	
Overall facility diversion rate, %	100%-(% of raw MSW input that is disposed of as rejects, ash, etc)	

<b>Data Requested</b>	<b>Description</b>	<b>Respondent's Information</b>
<b>Stack Emissions</b>		
Permitted limits	For all processes. List major constituents, including SO <sub>x</sub> , NO <sub>x</sub> , PM, HAPs, CO, VOCs, dioxins/furans, acid gases, heavy metals	
Results of most recent stack emission tests	For all processes. List major constituents, including SO <sub>x</sub> , NO <sub>x</sub> , PM, HAPs, CO, VOCs, dioxins/furans, acid gases, heavy metals	
Stack height, feet	For all processes	

### **PROPOSED FACILITY TABLE**

<b>Data Requested</b>	<b>Description</b>	<b>Respondent's Information</b>
Name of Respondent		
<b>General Info</b>		
Type of technology (Incineration, Pyrolysis, Gasification, Anaerobic Digestion, Aerobic digestion or others)	For all processes. Where applicable, include descriptions such as fixed bed, fluid bed, kiln, air-blown, oxygen-blown, anaerobic/aerobic digestion, other biological units.	
Name/owner of process technology	Name and owner of process or technology. If licensing the process or technology, provide name of the owner of the process or technology.	
Raw MSW throughput, short tons/day	This is for MSW delivered to the facility, prior to any processing	
Raw MSW throughput, tons/year	This is for MSW delivered to the facility, prior to any processing	
Design availability, %	Availability = hours that the facility is designed to operate/8,760	
Capital cost, \$	Include interest during construction; do not include cost of land.	
Construction time, months	Construction time of facility, in months, from start of site clearing to start of operation.	
Area, acres		
O&M costs	Annual operating and maintenance costs for the facility (include labor and consumables such as water, chemicals, natural gas, propane, and fuel oil).	
O&M staffing	List total number and classification of staff; list number /shift	
<b>Raw MSW Receiving And Pre-processing System</b>		
Throughput, short tons/day		
Recyclables recovered from raw MSW stream	List names and short tons/day of recyclables recovered	
Rejects removed from raw MSW stream	List names and short tons/day of any rejects	
% of Raw MSW Removed	(Recyclables + Rejects)/Raw MSW x 100%	
<b>Alternative Treatment Technology Unit Feedstock Feed System</b>		
Throughput, short tons/day		
Feedstock, as % of raw MSW	(Feedstock fed into the alternative treatment unit/Raw MSW delivered to the facility) x 100%	
Maximum feedstock size, inches	For feedstock fed into the alternative treatment unit	
Maximum feedstock moisture, %	For feedstock fed into the alternative treatment unit	
Feedstock, Btu/lb (HHV)	For feedstock fed into the alternative treatment unit	
<b>Alternative Treatment Unit (For Pyrolysis, Pyrolysis/Steam Reforming, Pyrolysis/Gasification, Gasification and Biological)</b>		
Number of modules	List number of operating and standby modules	

<b>Data Requested</b>	<b>Description</b>	<b>Respondent's Information</b>
Module feedstock throughput, short tons/day	For processed MSW/feedstock fed into the alternative treatment unit, per module	
Module feedstock throughput, short tons/year	For processed MSW/feedstock fed into the alternative treatment unit, per module	
Module dimensions, feet and inches	For all processes	
Module materials of construction	For all processes	
alternative treatment unit process temperature, °F	For all processes	
Syngas heating value, Btu/scf		
Water Use, gallons/day	For all processes	
Chemical additives, lbs/day	List names and amounts of chemicals, including those used for water treatment, emission control systems, etc.	
Oxygen use, short tons/day	For processes that utilize oxygen injection	
Waste heat boiler conditions	For processes that would utilize a waste heat boiler for combustion of syngas (lb/hour steam generated, temperature in °F and pressure in psi)	
Fuel use	For processes that require natural gas, fuel oil, or other fuels for start-up, operation, and/or shutdown, list scfd or gallons per day and what it is used for	
<b>Gas Cleaning System</b>		
Dry scrubber by-products, lb/day	List each	
Wet scrubber by-products, lb/day	List each	
ESP by-products, lb/day	List each	
Baghouse by-products, lb/day	List each	
<b>Power Generation - For proposed facilities that incorporate power generation</b>		
Steam turbine-generator manufacturer	For systems that utilize steam turbine-generators	
Number of steam turbine-generators	For proposed systems that utilize steam turbine-generators	
Steam turbine-generator, MW each (gross)	For proposed systems that utilize steam turbine-generators	
Steam turbine-generators, MW total (gross)	For proposed systems that utilize steam turbine-generators	
Engine generator or gas turbine manufacturer	For proposed systems that utilize reciprocating engines or gas turbines	
Number of engine generators or gas turbines	For proposed systems that utilize reciprocating engines or gas turbines	
Engine generator or gas turbine, MW each (gross)	For proposed systems that utilize reciprocating engines or gas turbines	
Engine generators or gas turbines, MW total (gross)	For proposed systems that utilize reciprocating engines or gas turbines	
Total internal load, MW	For all proposed systems	
Net kWh/ton feedstock	Net power generation in kWh in one hour divided by the short tons of feedstock fed to the alternative treatment unit in one hour	
<b>By-products/Waste Products</b>		
Marketable By-products	List each and characterize, with daily production in short tons or gallons, as appropriate. List commercial use.	
Marketable By-products, % of Raw MSW input	List each, daily production and disposal method	
Unmarketable by-products, solid wastes, and waste water	List each with daily quantities and disposal method	
Hazardous wastes	100%-(% of raw MSW input that is disposed of as rejects, ash, etc)	
Overall facility diversion rate, %	100%-(% of raw MSW input is disposed of as rejects, ash, etc)	
<b>Stack Emissions</b>		

Data Requested	Description	Respondent's Information
Expected emissions	For all processes. List major constituents, including SO <sub>x</sub> , NO <sub>x</sub> , PM, HAPs, CO, VOCs, dioxins/furans, acid gases, heavy metals	
Stack height, feet (if applicable)	For all processes	

## **ATTACHMENT A**

### **REQUIREMENTS FOR EMERGING/EXPERIMENTAL TECHNOLOGY SUPPLIERS**



**Attachment A**  
**City of Los Angeles Bureau of Sanitation**  
**Alternative MSW Treatment Technology**  
**Emerging/Experimental Technology Suppliers**

Emerging/experimental technology suppliers likely will not be able to completely respond to the CITY'S RFP because they do not have an operating commercial facility utilizing their technology to process MSW. The CITY may consider these technologies, however, for a potential testing facility. The CITY prefers suppliers with emerging technologies that can meet the following conditions:

1. **Waste Diversion Rate.** The supplier's technology should be able to reduce the amount of Black Bin waste going to the landfill by at least 80%.
2. **Demonstrated Processing Experience.** The emerging technology supplier should have at least a pilot scale facility, designed to process MSW at a rate of 10 short tons/day, and that has operated for at least one year. During any one-year period, it must have processed at least 1,000 short tons of post-recycled MSW (composition of the MSW close to Black Bin waste presented in the RFP), or similar feedstock.
3. **Conversion to Useful Products and By-products.** The supplier's emerging technology should show a capability to produce marketable products and by-products.
4. **Environmental Compliance.** The supplier's emerging technology should be able to comply with all regulatory requirements in the state of California (i.e., air emissions).
5. **Facility Size.** The emerging technology supplier should be able to exhibit the capability to develop a demonstration facility that will process approximately 100 short tons/day or more of Black Bin waste. A scale-up of 5X what has been demonstrated (as described in Item #2 above) is the maximum preferred for each module.
6. **Responsiveness.** The emerging technology suppliers should reply to the CITY'S RFP within the timeframe noted in the RFP. Emerging technology suppliers should respond to the CITY'S RFP as best as they can. While we do not expect the same level of detail to be furnished by commercial suppliers, each topic should be addressed, including process technology description, environmental issues, description of facility proposed, description of and market potential for products and by-products, wastes generated, site plan with land requirements, ownership and financing proposal, implementation schedule, and approximate construction and operating costs, along with revenue estimates.

**Submittal:** The emerging technology supplier's response to the RFP should be clearly marked in the cover page as "Proposal for Emerging/Experimental MSW Treatment Facility for the CITY of Los Angeles Department of Public Works, Bureau of Sanitation".